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K<sup>#</sup>6008

7500 ees



IBEW

225 PP

313/03

Collective Bargaining  
Agreement  
And  
Supplement to  
Collective Bargaining  
Agreement

April 1, 2001 to September 30, 2005  
Exelon Generation Company and  
September 30, 2006  
Commonwealth Edison Company  
and Exelon Business Services Company  
and  
IBEW Local 15

Exelon<sup>SM</sup>



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**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
EXELON BUSINESS SERVICES COMPANY  
EXELON GENERATION COMPANY  
COMMONWEALTH EDISON COMPANY AND  
LOCAL UNION 15 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

**PREAMBLE**

This Agreement is made by and between Exelon Business Services Company, Exelon Generation Company (Nuclear), and Commonwealth Edison Company (collectively "the Company") and Local Union 15 (hereinafter called the "Union") of the International Brotherhood of Electrical Workers (hereinafter called the "Brotherhood"). This agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority or regulatory body, including but not limited to the Illinois Commerce Commission, and except in cases of liquidation or condemnation or sale or transfer (i) to any entity which has the authority to initiate condemnation proceedings, or (ii) pursuant to any right granted prior to the date hereof, in the event of a sale or transfer of one or more of the Company's generating stations and/or business units, to another person, company, corporation, or firm during the term of this Agreement, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement. This paragraph shall not apply with respect to any generating station which was the subject of a sales agreement entered into before the date of this Agreement. The parties hereto agree with each other as follows:

**ARTICLE I  
Representation and Recognition**

1. The Union, having been certified by the National Labor Relations Board as the bargaining agency for certain employees in the bargaining unit defined as the Nuclear Physical, Commercial Physical, and Clerical workers is hereby recognized by the Company as the exclusive bargaining representative for all employees in such unit.
2. The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof.
3. The Company recognizes authorized representatives of the Brotherhood and the Union as the representatives of the Union.

## ARTICLE II Union-Company Relationship

1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.

2. In the election conducted by the National Labor Relations Board, the Union has been duly authorized to make the agreement set out in this Section. In the interest of cooperation and harmonious relationship, the Company and the Brotherhood agree that:

- (a) All regular employees, other than guards, who on August 1, 1946, were members of the Brotherhood, and all employees, other than guards, who become members after that date, shall as a condition of employment, maintain their membership in the Brotherhood during the term of this Agreement. The Union, the Brotherhood, their officers, and their members, shall not intimidate or coerce employees into joining the Brotherhood.
- (b) All persons, other than guards, hired after July 31, 1946, shall as a condition of employment, join the Brotherhood within ninety (90) days after date of employment and maintain membership in the Brotherhood during the term of the Agreement.
- (c) The Brotherhood will accept into membership any present employees and all persons hired after July 31, 1946, upon reasonable terms and conditions. Employees in job classifications, deemed by the parties to perform the functions of guards, were excluded from participation in the above mentioned election conducted by the National Labor Relations Board.

3. The Company agrees that during the period of this Agreement, there shall be no lockout of members of the Union. The Union, its membership, individually and collectively, agree that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.

4. There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents, against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union. The Union, or its agents, will not solicit members, engage in organization work, or any other Union activities, during the working time of employees, except as provided in Article VIII of this Agreement.

5. Neither the Company nor the Union through their officers, members, representatives, agents, or committees, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

6. Posting of official Union notices on Company property shall be permitted and definite space shall be allotted for this purpose.

7. Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for a period of one year, or until the termination of the current Agreement between the Company and the Union, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the employee to the Company and the Union, not more than 30 days and not less than 10 days prior to the expiration of each period of one year, or of each applicable Agreement between the Company and the Union, whichever occurs sooner.

### ARTICLE III

#### Seniority, Promotions, Transfers, Layoffs, Reemployment

1. This Article shall apply to those carried on the payroll as "regular" employees full-time and part-time, and shall not apply to those carried on the payroll as "temporary" employees. Regular employees are engaged without time limitation. Temporary employees are engaged for work which, it is anticipated, will continue for a limited period in jobs which will not result in loss of regular employment for regular employees.

"Part-time regular employees" shall apply to those employees scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. The scheduling of part-time Customer Service Representatives shall be based upon a minimum of eight (8) hours per week, and a maximum of thirty-two (32) hours per week. It is further agreed that these employees shall be scheduled a minimum of 1,040 hours annually, and may be scheduled up to a maximum of 1,664 hours annually.

2. A new employee, other than one classified as temporary, shall be termed a "probationary" employee. The probationary period shall be three continuous months. A probationary employee may be discharged any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of Article VIII. Upon completion of the probationary period, the employee shall be placed on the applicable seniority list as a regular employee and immediately credited with the seniority and service that accumulated during the probationary period.

3. Length of employment in the Company shall be "service." Length of employment in a particular job classification within a Nuclear Physical, or Commercial Physical department within the Company shall be "seniority." Service and seniority will be in accordance with the Company's records, but cannot include time spent in the Company prior

to a break in service that has not been joined. If two or more employees are promoted to the same job classification on the same date, their seniority order in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted.

Seniority in a Clerical job classification within the Company shall be based upon promotional service date. Promotional service date shall be in accordance with the Company's records and shall include only service spent in Clerical job classifications and not Company service spent prior to a break in service which has not been joined or time spent in a production or maintenance job classification.

4. During the term of this Agreement, the Company will semi-annually supply to the Union lists showing seniority and service of regular Nuclear Physical and Commercial Physical employees. These lists shall show, by promotional series and job classification, the following: (a) employee's name; (b) seniority; (c) service. In the absence of objection by the Union to changes from the previously approved list, within thirty days of the date on which the revised list is submitted, such changes shall be considered approved.

In addition, during the term of this Agreement the Company will semi-annually supply to the Union, lists showing the job classification and promotional service date of regular Clerical employees. In the absence of objection by the Union to changes from the previously approved list, within thirty days of the date on which the revised list is submitted, such changes shall be considered approved.

5. Bi-weekly the Company will inform the Union of personnel changes that affect the respective Nuclear Physical, Commercial Physical, and Clerical seniority lists.

6. A job classification shall be "higher" when it carries a higher schedule maximum. "Promotion" shall mean advancement to a higher job classification.

7. In cases of promotion to higher job classifications within the bargaining unit, the factors to be considered shall be ability and seniority for Nuclear Physical, or Commercial Physical employees and ability and promotional service date for Clerical employees. Where the ability of the employees under consideration is substantially equal, the employee highest on the applicable list will be the one promoted. In case of promotion, if the employee who is highest on the applicable list is not selected, the employee shall be informed by the Company of the reason why they were not promoted. The Union will be furnished the names of employees not promoted in accordance with the above. Eligibility for promotion will be in accordance with the attached Exhibit B, except as hereinafter provided.

8. When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists (Exhibit B), the Company shall post a notice on bulletin boards, for a period of ten calendar days, excluding Sundays and holidays, announcing the open position.



(The entrance job classifications referred to are those indicated on the promotional list, Exhibit B.) Employees desiring to be considered should make written application setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no grievance.

9. If no qualified employee is available for the vacancy or newly created job classification in the Nuclear Physical, Commercial Physical, or Clerical promotional series, either from the next lower job classification in the promotional series, or as a result of the bidding procedure, then the Company may select any employee, or hire someone to fill such job after notifying the Union.

10. In the event an employee chooses not to accept a promotion or transfer, it shall have no effect on their future opportunities for promotion.

11. An employee who is promoted shall be given not more than a ninety (90) day training and qualifying period for determination as to whether or not the employee can meet the job requirements. If it is decided the employee is not competent to perform the work of the new job classification, the employee will be transferred back to their former job classification. Nuclear Physical or Commercial Physical employees shall have included in their seniority the time spent in the higher job classification and Clerical employees will continue to maintain their promotional service date.

12. The Company will afford the senior employee in a job classification a reasonable opportunity to be trained for the next higher job in their promotional series to the extent that the Company finds it practicable to provide such training taking into account the job requirements and working conditions involved. This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any particular time.

13. When a Nuclear Physical, Commercial Physical, or Clerical employee is temporarily assigned to other work, the employee's seniority or promotional service date will continue to accrue in their regular job classification.

14. When filling a vacancy in an existing or newly created management job classification by promoting from the bargaining unit, the Company will post a notice on bulletin boards in the division affected for a period of ten calendar days, excluding Sundays and holidays, announcing the open position. Employees desiring to be considered, should make written application setting forth their qualifications. Before the promotional appointment is made, the Company will discuss the matter with the Union. The provisions of this Section shall not be subject to the provisions of Article VIII.

15. Whenever, by reason of the workload, the Company contemplates a layoff, the Company will negotiate with the Union to formulate a program for spreading the work, moving employees from one group or department to another, or other appropriate action as provided for in the Seniority Agreement dated February 19, 1996. Should the

Company and the Union be unable to agree upon such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply:

When a reduction in force is necessary, temporary and probationary employees will be laid off first.

### **Reduction in Force - Clerical**

To identify the actual employees in job classifications to be affected by a work force reduction, the following actions will be taken:

- A. Seniority for Clerical employees specific to the layoff process will be established within three respective business unit groups as follows:
  - Nuclear Clerical employees
  - Commercial Clerical employees
  - Business Services Clerical employees
- B. Promotional service date in each of their respective business unit groups above will determine which employees shall:
  - 1) be transferred or demoted to the next lower job classification within their respective business unit group in which they previously had performed the work; or,
  - 2) be demoted to the next lower job classification within their respective business unit group, provided they are able to perform the work.
  - 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain their right to recall as defined in this Article.
  - 4) An employee laid off as a result of the application of number 3) above who is not recalled within the provisions contained in this Article within two years shall have no further rights to reemployment.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the work force reduction steps described in A and B above, employees in the entry level job classifications, Entry Clerk, Office Service Representative (Bracket 1), and Office Service Specialist (Bracket 2), will be merged across business unit groups into one list and their respective service dates will govern. If the required number of layoffs necessary is not achieved at these entry levels, the process would then involve employees in other job classifications

within the business unit group(s) implementing the downsizing effort based upon seniority in their individual promotional series.

- D. Management will determine the need to rebalance the work force across business units, as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access, and the Company's Fitness of Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

#### **Reduction in Force – Nuclear Physical**

To identify the actual employees in job classifications to be affected by a work force reduction, the following procedure will apply:

- A. Seniority for employees, as listed below in the nuclear business unit, will apply on a station-by-station, department-by-department basis for purposes of demotion and/or bumping rights (applied as described in paragraph A. 1) and 2) below within their respective station):

Operating	Radiation Protection
Electrical Maintenance	Chemistry
Mechanical Maintenance	Material Handling
Instrument Maintenance	Fuel Handling

- 1) be demoted to the next lower job classification in accordance with the lines of demotion set forth in Exhibit B; or,
- 2) be transferred or demoted to a job classification within the nuclear business unit in any departmental promotional series in this Agreement in which the employee previously had seniority provided the job classification to which the employee is transferred or demoted is not higher than the highest job the employee had previously held in that promotional series.
- 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain the right to recall as defined in this Article.
- 4) An employee laid off as a result of the application of number 3) above, who is not recalled within the provisions contained in this article within two years shall have no further rights to reemployment.

- B. Nuclear Physical employees identified for demotion or transfer upon completion of the work force reduction steps described above will be merged into one list in service date order.
- C. In the event that a layoff becomes necessary and the affected employees on the merged list as described in B above have greater service than Station Laborers, these employees may, contingent upon meeting the respective qualifications, displace employees in the Station Laborer job classification. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.
- D. Demoted employees displacing Station Laborers, as a result of a layoff in accordance with C. above will be afforded special consideration as follows:
- 1) The rates of pay for these employees would not be adjusted until after a three (3) month "transitory period" from the time of placement into their new positions, during which the employees may be assigned work of lower job classifications and receive site specific training, etc.
  - 2) Demoted employees will be afforded preferential seniority to facilitate their return to their previous level by being placed at the top of the Station Laborer seniority list for each site.
  - 3) These employees will be afforded a one-time opportunity to return to their former work location should an opening occur in their previous job classification. This opportunity will be effective only for the period of time that these employees are placed into the Station Laborer job classification. This offer will also be voided should the employee accept a promotion at the new location.
  - 4) Employees refusing a promotion at their new work location during the transitory period will have their rate of pay adjusted to the maximum rate of pay of the Station Laborer job classification.
- E. In the event of the closing of a generating station, the Company will discuss the impact and determine the appropriate utilization of bargaining unit employees after placement in accordance with the layoff procedure contained in this letter. Station management, at their discretion and based upon workload, may determine a need to assign demoted Nuclear Physical employees who have exercised their bumping rights into the Station Laborer job classification to work commensurate with their actual level of training, expertise, and rate of pay prior to demotion.
- F. Management will determine the need to rebalance the work force as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring

additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, all medical requirements, radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

### **Reduction in Force - Commercial Physical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Management will identify the number of employees by job classification whose positions have been eliminated.
- B. Employees who are lowest on the seniority list within the job classifications identified will be demoted to available positions in the next lower job classification within their promotional series provided the employee had previously held seniority in that job classification.
- C. Employees who have not held seniority in a lower job classification within their promotional series or are in the lowest job classification within their promotional series will be demoted and allowed to displace employees in identified available positions in the following job classifications:

Garage Attendant  
Helper, Construction  
Helper, Stockroom  
Meter Reader

Displacement of employees in the above job classifications by demoted employees will be based on Company service provided the demoted employee meets the minimum qualifications of the position. *Minimum qualifications will be defined as previous experience in the job classification or meeting the entrance testing requirements of the position.*

- D. Employees who are demoted and do not meet the minimum qualifications of the classifications identified above or have lesser service and employees who are displaced by demoted employees will be subject to layoff.
- E. Management will determine the need to rebalance the work force as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements,

radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

16. When employees are being laid off on account of lack of work in one department and additional employees are being hired in another department, the Company shall consider the employees being laid off for employment in the other department, provided they are qualified to perform the work and there are no former employees of that department who must be offered the jobs in accordance with the provisions of this Agreement.

17. Should there be a reduction in force, the employees who are the Vice President, Recording Secretary, Treasurer, and Chief Stewards of Local Union 15, shall continue at work as long as there is a job in their own department, in job classifications covered by this Agreement which the Officers or Chief Stewards are qualified to perform. In any such case the employee whose work the Officers or Chief Stewards are qualified to perform shall replace an employee of less seniority, except that employees who have returned from military service shall not be so replaced for a period of one year following their return to Company employment. The Union shall inform the Company in writing of the names of these Officers and Chief Stewards.

18. (a) Eligible employees or former employees who have because of lack of work been demoted, transferred, or laid off shall be recalled in accordance with the provisions of this Section before a vacancy is filled by the promotion, transfer, or hiring of an employee who is not eligible for recall. Employees or former employees shall be eligible for recall in accordance with the provision of this Section, if because of lack of work, they were:

- 1) Demoted or transferred within the department; or
- 2) Laid off or transferred from one department to another within the immediately preceding two-year period.

(b) If the vacancy to be filled is in an entrance job classification, employees or former employees who are eligible for recall and have seniority in that promotional series shall, if they meet the job requirements, be offered the job in the order of their service. If the vacancy is not filled in this manner, eligible employees or former employees who have seniority in any job classification within the department shall, if they meet the job requirements, be offered the job in the order of their service except that no employee presently on the payroll of the department in which the vacancy occurs will be offered a recall to an entrance job classification in their present department, unless such offer is to a promotional series from which the employee has been removed because of lack of work.

(c) If the vacancy to be filled is other than an entrance job classification, employees or former employees who are eligible for recall shall, if they meet the job requirements, be offered the job in the order of their seniority, provided:

- 1) It is a job classification from which the employee had been laid off, transferred, or demoted because of lack of work; or,
  - 2) It is a job classification within their former promotional series which is not higher than the job classification in that series that the employee held prior to demotion, transfer, or layoff because of lack of work; or,
  - 3) It is a job classification within the same promotional series in which the employee still retained seniority, although not one from which the employee was directly laid off, transferred, or demoted because of lack of work.
- (d) If a laid off employee is to be offered a vacancy in accordance with the provisions of this Section, notification shall be sent to the employee at the latest mailing address supplied the Company, or given to the employee personally, and a copy of the notification shall be sent to the Union. If the employee wishes to accept the job offered, they shall so notify the Company within six (6) calendar days, excluding Sundays and holidays, after such notification was mailed or given to the employee and shall report for work within twelve calendar days, excluding Sundays and holidays, of the date the notice was mailed or given to the employee.
- (e) A laid off employee, re-employed in accordance with the provisions of this Section shall be credited with the service which they had accumulated as of the date of their layoff.
- (f) The seniority of employees recalled shall be determined in accordance with the rules governing the computation of seniority.
- (g) An employee returned to their former job classification in accordance with the provisions of this Section shall be paid the rate of pay they formerly received in that job classification, or if there has been a change in rate of pay schedule, the rate which corresponds to their former rate of pay taking such change into consideration.
- (h) If an employee does not accept a job offered in accordance with the provisions of this Section, they need not be notified of subsequent vacancies.
- (i) Nothing in this Section shall prevent the hiring of new employees or the use of present employees to fill the job temporarily until the laid off, transferred, or demoted employee can be obtained.

19. An employee who declines employment into a position outside the department from which the employee was laid off shall retain the right to recall as defined in this Article.

20. In addition, as a result of the application of the layoff provisions contained in this Section, employees eligible for recall, may be offered the opportunity subsequent to being laid off to accept entry level positions in the event hiring is taking place in other departments in which the employee is not subject to recall provided they are qualified and there are no former employees of that department who must be offered the jobs in accordance with the provision of this Article.

21. In case of demotion of a Nuclear Physical, Commercial Physical, or Clerical employee other than "reduction in force," if the employee is returned to a job classification in which they previously had seniority or promotional service date, the employee shall assume in it the seniority or promotional service date they had accrued in such job classification plus that accumulated in the higher job classification. If the employee is demoted to a job classification in which they did not previously have seniority, the employee shall assume in it the seniority they accumulated in the higher job classification.

22. Any employee who is transferred from a position within the Bargaining Unit to a position outside of the Bargaining Unit shall, after a ninety (90) day period, cease to accumulate seniority or promotional service as of the date of their transfer.

Where an employee is demoted or transferred at their own request to a job classification outside their promotional series but within their present department, the employee shall start in their new job classification with zero seniority, unless the employee has seniority in the new promotional series because of previous employment in that promotional series. In such a case, the employee shall retain the seniority they previously accumulated in the same, equivalent, or higher job classifications in the new promotional series, but shall not be credited with the seniority that they had in the job classification from which they demoted or transferred.

If an employee had not previously been employed on work included in the Bargaining Unit, the employee shall not be returned to a job classification in the Bargaining Unit unless by mutual agreement.

23. In the case of a regular employee who has given long and faithful service and who is unable to carry on their regular work to advantage, the Company will attempt to place such employee on work which the employee is able to perform. In such cases, the other provisions of this Article shall not apply and the employee shall be accorded seniority in their new job equal to that which the employee had in the job classification they left, if the employee is transferred to an equal or lower job classification.

24. Any regular employee on a military leave of absence shall, upon reemployment, have the period of their absence added to the service the employee had at the time of their entry into military service.

The Company and the Union will jointly determine what seniority or promotional service date and position must be given a returning veteran to comply with the Universal



Military Service and Training Act. If they cannot agree or if their decision is disputed by the veteran or any official having responsibility for the administration of the Act, the Company and the Union will follow the advice or ruling of the local office charged with responsibility for the administration of the Act, or any higher official to whom the veteran, the Company, or the Union appeals unless the Company and the Union agree to contest such advice or ruling. The Company may make adjustments in positions and seniority necessary to reflect the seniority or promotional service date and position given the returning veteran pursuant to the above provisions.

25. A regular employee who may be elected or appointed to an office in the Brotherhood, or Union covered by this Agreement, whose election or appointment requires their absence from duty with the Company, shall be granted a leave of absence without pay for the employee's term of office and they shall continue to accumulate seniority and service throughout such term of office and shall, upon expiration of their leave of absence, be reinstated in accordance with their seniority provided the employee is physically qualified.

26. An employee with five or more years of Company service who is unable to perform their regular work to advantage because the employee was injured while at work for the Company, will be given preferential treatment and transferred to a job within their capabilities. Such an employee will be allowed to advance in the regular manner to the maximum of their job classification at the time of the transfer. However, future general changes in wage rates will be applied to the transferred employee in the same manner as to other employees in the job classification which the employee is in at the time of such general wage change. In such cases the provisions of Article III of the CBA shall not apply and the employee shall be accorded seniority in their new job classification equal to that which they had in the job classification they left if they are transferred to an equal or lower job classification.

27. A reasonable number of engineers or other employees with special experience or training, may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this Agreement nor shall their employment affect the status of other employees covered by this Agreement.

#### **ARTICLE IV**

##### **Hours of Work, Overtime, and Holidays**

1. The basic workweek shall normally consist of five regularly scheduled basic workdays within the workweek. Normally there shall be two regularly scheduled, consecutive days off. Neither of these two days shall be considered as part of the basic workweek even though an employee is scheduled to work on either or both of these days. The basic workday shall normally consist of eight hours of work which shall be consecutive except when time out for a meal is scheduled, but presently established exceptions to the

basic workday of eight hours shall be continued in effect unless changed in accordance with the provisions of this Agreement.

2. For the purpose of timekeeping, a workweek shall begin and end at midnight, Sunday night.

3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the basic workday hours are worked. If the hours of a basic workday are evenly divided between two calendar days, the basic workday shall be allocated to the date on which the basic workday ends.

If, because of the application of this Section, two basic workdays are allocated to the same calendar day, straight time shall be paid for the basic workday hours of both basic workdays.

Overtime shall be allocated to the calendar day on which it is worked.

4. An hourly premium will be paid for the hours specified in this Section. Such premium shall be equal to 5.25% of the "A rate of pay" as computed on the effective date of the general wage increase. Future adjustments will be made in the same manner on the effective date of any general wage increase.

NOTE: Computations will be rounded to the nearest cent.

- (a) If an employee's basic workday begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of Article IV.

**Illustrations:** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., is called in two hours early, the employee receives no premium.

If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., continues at work for an additional shift from 3:00 p.m. to 11:00 p.m., the employee receives no premium for this additional shift.

If an employee, whose regular shift on a basic workday is from 3:00 p.m. to 11:00 p.m., is called in two hours early, the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., is required to continue at work for an additional shift from 7:00 a.m. to 3:00 p.m., the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., works two hours overtime, the employee receives the premium for all hours worked.

- (b) If on an employee's regular day off, the employee is required to work as a part of their established work schedule and the work period begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.

**Illustrations:** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., has an established work schedule on their days off from 3:00 p.m. to 11:00 p.m., the employee receives the premium for the hours worked.

If an employee, whose regular work schedule is from 3:00 p.m. to 11:00 p.m., has an established work schedule on their days off from 7:00 a.m. to 3:00 p.m., the employee does not receive the premium for the hours worked.

- (c) If all of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium for all hours worked on their regular days off during the same week as defined in Section 2 of Article IV.

**Illustrations:** If an employee, whose regular schedule throughout the basic workweek is from 7:00 a.m. to 3:00 p.m., is called out on a day off, the employee does not receive the premium regardless of the hours of the call-out.

If an employee, whose regular schedule throughout the basic workweek is from 3:00 p.m. to 11:00 p.m., is called out on a day off, the employee receives the premium regardless of the hours of the call out.

- (d) If some, but not all, of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium on regular days off for all hours worked during a work period which begins before 6:00 a.m. or ends after 8:30 p.m.

**Illustrations:** If, during an employee's basic workweek, they work a day shift one day or more and an afternoon or night shift one day or more and then is called out on their day off:

- (1) If the employee's call-out period begins before 6:00 a.m. or ends after 8:30 p.m., the employee receives the premium for the hours worked.

- (2) If the call-out period begins after 6:00 a.m. and ends before 8:30 p.m., the employee does not receive the premium for the hours worked.
- (e) If, under the conditions specified above, the premium is to be paid for hours that are compensated at an overtime rate, the applicable overtime rate shall not be applied to the current hourly premium.

5. A regular employee who is scheduled to work on Sunday as a basic workday shall be paid a premium of 25%, computed upon the basis of the employee's basic hourly rate of pay, for the hours worked during such basic workday; provided, however, that if any overtime rate shall be applicable to such hours, no Sunday premium shall be paid for such hours.

For work on Sunday, which is not a part of a basic workday, no Sunday premium shall be paid, but the appropriate overtime rate, computed upon the basis of the basic hourly rate of pay, shall be paid.

6. "Shift" work is that which regularly operates twenty-four hours a day, seven days per week, including Sundays and holidays. An employee who is assigned to such work shall be designated as a "shift" employee.

"Semi-shift" work is that which regularly operates in varying degrees during the day or night including Sundays and holidays. An employee who is assigned to such work shall be designated as a "semi-shift" employee while so assigned. The number of "semi-shift" employees and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

All other work shall be classified as "non-shift" and an employee assigned to such work shall be designated as a "non-shift" employee. A "non-shift" employee shall not have Sunday scheduled as a basic workday.

An employee may be changed from one to another of the above categories upon adequate notice as defined in Section 12 of this Article.

It is recognized that, because of differences in operating requirements, some job classifications may cover more than one of the types of work listed above.

7. Regular work schedules of the basic workweek shall be arranged equitably within each work group where it is applicable, and within the limits of reasonable operating procedures, days off shall be rotated. These schedules shall be posted in advance. If a schedule is unsatisfactory, it will be brought to the attention of the Company and a change will be made, if possible, within the limits of reasonable operating procedures.

Posted shift schedules in the generating stations shall be arranged in such a manner that an employee's basic working hours shall be the same for at least three consecutive basic

workdays. Changes from the posted shift schedule shall be made in accordance with Article IV, Section 12 of the Collective Bargaining Agreement.

8. Upon written request of the Union, the Company will establish a rotating schedule in any specified work group that has more than one schedule of working hours per day.

9. To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight hours off between leaving one shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established rotating schedule.

10. With the consent of their immediate supervisor, employees shall have the privilege of exchanging shifts within the same workweek, by individual arrangement, provided the change can be accomplished without additional cost to the Company and without violation of any applicable laws or governmental regulations.

11. Presently established daily working hours of the basic workweek will be continued in effect unless changed in accordance with the provisions of this Article.

12. In case of a change in the basic workdays of an employee's basic workweek, notice of at least forty-eight hours shall be given prior to the change. If not given this notice, the employee shall be paid at the overtime rate on the first day of the new schedule.

*Similar notice shall be given prior to a change in the daily working hours of the basic workday. If such notice has not been given, or if a change in scheduled working hours is for less than three days, then the employee shall be paid at the overtime rate on the first basic workday of the new schedule for those hours worked outside their previously scheduled hours.*

Forty-eight hours notice shall be considered to have been given if the employee is notified of the proposed change before the employee is released from duty on the second day preceding the change.

13. Overtime shall be paid at the rate of time and one-half for all hours worked outside of the scheduled hours of the basic workweek, except that:

- (a) On holidays, time shall be paid in accordance with the provisions of Section 24 of this Article.
- (b) Double time shall be paid for all overtime hours that are allocated to the calendar day of the employee's second regular day off in a week as defined in Section 2 of Article IV.
- (c) Double time shall be paid for extended periods of work as defined in Section 15 of Article IV.

Overtime shall be computed to the nearest one-half hour.

14. An employee shall not be required to take time off during basic workdays in lieu of overtime worked or to be worked. However, this shall not prevent changes in scheduled working hours or workdays in accordance with the provisions of Section 12 of this Article.

15. An employee who has worked overtime shall be entitled to a rest period as follows:

- (a) An employee who has worked more than sixteen hours continuously, or more than eight hours overtime, in the sixteen hour period immediately preceding the employee's basic workday shall, upon release, be entitled to an eight hour rest period before the employee returns to work.
- (b) If a rest period extends six hours or more into a basic workday, the rest period will continue, providing operating conditions permit, for the balance of that basic workday and the employee shall lose no time thereby.
- (c) Time worked in excess of sixteen continuous hours shall be paid for at not less than two times the basic hourly rate of pay until released from duty.
- (d) If a rest period, under the provisions of this Section extends into a basic workday, the employee shall lose no time thereby.

16. An employee ordered to remain at a specified location, awaiting a call for emergency work outside scheduled working hours, shall be paid at the applicable rate until released.

17. As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees.

- (a) The employee with the least amount of cumulated overtime hours within the overtime work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.
- (b) When overtime is improperly assigned to an employee outside the proper work group or job classification, the Company shall return the equivalent amount of overtime to the work group or job classification by affording the bypassed employee with the least amount of cumulated overtime the opportunity to work an equivalent amount of overtime on work which would not be done on an overtime basis. The opportunity shall be made available within 30 days. Such

makeup overtime will not conflict with the individual's right for overtime in their own classification.

- (c) When an employee is improperly bypassed in the assignment of overtime and the overtime is assigned within the proper overtime work group or job classification, the Company by subsequent overtime assignments shall afford the employee who should have received the overtime assignment the opportunity to regain the number of overtime hours lost on the overtime list. Such subsequent overtime assignments shall be subject to the overtime lists as adjusted biweekly. If the employee does not regain the number of overtime hours lost on the overtime list within two bi-weekly posting periods, the employee will be afforded the opportunity to work overtime hours equivalent to the remainder of the hours missed, on work which would not be done on an overtime basis. This opportunity will be made available within 30 days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.
- (d) Lists of cumulated overtime for the calendar year shall be posted bi-weekly on bulletin boards and shall be used as the basis for overtime distribution for the period of their posting. These lists shall show the equivalent number of straight time hours paid.

18. An employee called back (with or without previous notice) for work at any time outside of their regular work schedule shall be paid a minimum of two hours straight time pay and a call-back allowance of two hours straight time pay. If pay for the time worked at the applicable overtime rate exceeds two hours straight time pay, the employee is to be paid at the applicable overtime rate for the hours worked and, in addition, will be paid the call-back allowance of two hours at straight time, unless the time worked on a regular day off or holiday (with previous notice) amounts to eight hours or more, in which case no call-back allowance shall be paid.

If an employee is called back more than once between two consecutive scheduled work periods, their pay and call-back allowance for such intermittent work shall not be more than the employee would have received had the employee worked continuously from the starting time of the first call-back until the quitting time of the last call-back.

An employee, who operates a Company-owned vehicle which is kept at their home, shall in case of a call-back be given a call-back allowance on the above basis.

An employee shall not be considered to be called back when the employee works overtime which, without interruption except time out without pay for a meal, immediately precedes or follows a regular work period.

This Section shall not apply to overtime work that is a part of established work schedules.

19. When an employee reports for work at their regular daily starting time in accordance with the employee's then existing regular work schedule for basic workdays, and in condition to perform their work, the employee will be provided with work in their classification, or other work, during the hours of their work schedule for that day. Similarly, when an employee reports for scheduled overtime work on other than their basic workdays and in condition to perform their work and if such work is not available, the employee will be paid a minimum of four hours at straight time. All this shall not serve to modify the rights recognized to be in the Company as provided in Section 1 of Article II.

20. Employees required to report for work at a Company headquarters shall travel from Company headquarters to their work locations on Company time. If such employees are required to provide their own transportation from a Company headquarters to their work location, the employee will be reimbursed for the cost of such transportation.

Employees required to report directly to a work location within their working area shall travel to such work location on their own time and at their own expense.

21. During the regularly scheduled working day, there shall be a regularly scheduled meal period not to exceed one hour, except for employees whose work requires them to be on duty eight hours consecutively, in which case they shall eat at their work locations.

22. When an employee is required by the Company to delay their scheduled meal period for more than one hour, the employee shall be paid a premium equal to one half their straight time rate from the beginning of the employee's scheduled meal period until the employee is permitted a meal period, or until the end of their straight time hours, or until the employee has worked eight continuous overtime hours from the beginning of an overtime period, whichever is sooner.

23. (a) An employee who is required to work overtime shall be eligible for a meal or a meal money allowance:

1. After working two hours immediately preceding or two hours immediately following a basic workday. Overtime shall be considered to be immediately preceding or following a basic workday even though the employee has time out without pay for a meal; or
2. After working ten hours on a regular day off or on a holiday when the employee was given at least eight hours advance notice that the employee was to work overtime on that day. The employee will not be eligible if the time worked is eight hours but less than ten hours. An employee working less than eight hours of such overtime shall be covered by Paragraph (a) 3 of this Section; or
3. If the overtime does not come under the provisions of Paragraphs (1) or (2) above but the time worked is two hours or more and extends through or is recorded as ending at 12:30 a.m., 6:30 a.m., 12:30 p.m., or 6:30 p.m.



- (b) If the overtime continues, an employee shall be eligible for another meal or meal money allowance at the end of each subsequent five hours of overtime worked after the employee is eligible for their first meal or meal money allowance.
- (c) If an employee is eligible for a meal or a meal money allowance and can be released for a meal, the employee shall be given an allowance of \$7.00 and shall not eat on Company time. If the employee cannot be released from the job, the Company will give the employee a meal money allowance of \$7.00 or, when requested, will furnish a meal which shall be eaten on Company time.
- (d) The provisions of this Section shall not apply when the Company and the Union agree to overtime in connection with basic workdays in place of the employees working overtime on regular days off.

24. Each employee will be allocated four (4) floating holidays to be scheduled and observed on their basic workday. For timekeeping purposes, the floating holiday will be scheduled similar to an extra vacation day in accordance with the vacation provisions in Article VI.

Newly hired employees are required to complete three (3) continuous months of service to be eligible for floating holidays in the year they are hired as follows:

When Hired	Eligibility
First Quarter 01/01 through 03/31	4 Days
Second Quarter 04/01 through 06/30	3 Days
Third Quarter 07/01 through 09/30	2 Days
Fourth Quarter 10/01 through 12/31	*0 Days

\*Not eligible because probationary period extends through the end of the year

In addition, the following days shall be recognized holidays: New Year's Day, Martin Luther King Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Whenever one of these holidays falls on a Saturday or Sunday, it shall be observed as follows:

- (a) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off;
- (b) On the following day, Monday, for employees for whom the Sunday upon which the holiday occurs is a regular day off;
- (c) On the Saturday or Sunday on which the holiday occurs for employees for whom such Saturday or Sunday is a basic workday;

- (d) On the preceding Thursday for employees for whom the Saturday upon which Christmas occurs is a regular day off; and,
- (e) On the following Tuesday for employees for whom the Sunday upon which Christmas Eve occurs is a regular day off.

The provisions of this Section shall apply on the day observed by each employee rather than on the actual holiday, and shall not affect the Company's right to reschedule an employee's basic workweek.

When a holiday is observed on an employee's basic workday, the employee may be given the day off and shall be paid at their basic hourly rate of pay for they're scheduled hours.

However, when an employee works on a holiday which is observed on one of the employee's basic workdays, the employee shall be paid at their basic hourly rate of pay for the day and, in addition, shall be paid on the following basis for any hours which, in accordance with the provisions of Section 3 of this Article, are allocated to the holiday:

- (i) Time and one-half for any hours worked during the employee's regular schedule for that basic workday.
- (ii) Double time for any hours worked outside of the employee's regular schedule for that basic workday.

When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, they shall be paid eight hours of pay at the rate of time and one-half. However, if the employee works, they shall be paid, in addition, at the rate of time and one-half for the first eight hours worked on their first regular day off, and double time rate for the first eight hours worked on their second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

## **ARTICLE V**

### **Working Conditions**

1. The Company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the Union prior to being put into effect. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.

The Company and the Union will cooperate in the establishment of joint safety committees on a local basis. These committees will consist of an equal number of

management appointed members and Union appointed members who will meet jointly at regularly scheduled intervals.

2. In the interest of safety, at the request of the employee involved, an employee may be accompanied by their Steward when the employee is called before a formal committee making an investigation of an accident. This shall not apply to immediate on-the-job investigations of an accident.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company will include a representative, designated by the Union, as an official member of the committee.

3. Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in case of emergencies or in the performance of essential duties.

4. The Company will continue its present practices in furnishing such tools, safety devices, and other equipment as are presently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.

5. When the Company requires an employee to be away from home overnight or longer, the Company shall provide necessary lodging and meals, and, if necessary, will advance the money therefor, and shall furnish the employee round-trip transportation plus travel time to and from their headquarters. The employee shall have the opportunity to return to their headquarters on days off and holidays not worked on the above basis.

6. If the Company, in writing, requires an employee to have a higher type of telephone service than the employee now has, the Company will reimburse the employee for the additional cost of the higher type of service.

7. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

It is the Company's objective to reduce the necessity for using outside contractors on work that is ordinarily and customarily done by our employees. Recognizing the Union's long-standing concern over the contracting out of work, management, where circumstances permit, will meet with designated Union representatives for the purpose of reviewing the various alternatives before deciding whether or not to contract out such work. Where time is a critical element in the job preventing a meeting from taking place, a designated Union representative will be notified regarding the need to contract out work.

Before deciding whether or not to contract such work, thorough consideration will be given to providing the opportunity for overtime to the work group involved either instead of or in conjunction with contracting. In addition, consideration will also be given to other alternatives to contracting which would permit greater utilization of Company employees, within the requirements of the work to be performed and other restraints such as the time within which the work must be completed.

The contracting of work shall not be construed for any purpose whatsoever as an abandonment by the Company of its right to have similar work done now or in the future by the Company's own employees.

8. Management shall not do work of employees included in the bargaining unit except in emergencies or for instruction or training. However, this provision will not change the manner in which training is presently being performed.

9. The Company will discuss with the appropriate Business Representative, at least sixty (60) days prior to implementation, any planned departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new classification.

Should this discussion result in disagreement, the issue in dispute may be subject to the grievance procedure as provided in Article VIII. The filing of any grievance shall not delay the implementation of the planned change. Any final determination which affects wage rates shall be retroactive to the date of implementation.

## **ARTICLE VI**

### **Vacations-Leaves of Absence**

1. In each calendar year, all regular employees who were on the payroll at the close of the last day of the preceding calendar year, shall be entitled to vacations with pay in accordance with the provisions of this Article.

2. A regular employee will be granted a regular vacation of two calendar weeks and one extra basic workday of vacation after the employee has completed their first year of service. Thereafter, the employee will be allowed a regular vacation of two calendar weeks in each calendar year and extra basic workdays of vacation in accordance with the following:

Calendar Year in Which an Employee  
Completes the Following

Days of Vacation Allowed

Years of Service

	<u>Regular</u>	<u>Extra</u>	<u>Total</u>
1 to 4 inclusive	10	1	11
5 to 10 inclusive	10	5	15
11 to 14 inclusive	10	7	17
15 to 19 inclusive	10	10	20
20	10	11	21
21	10	12	22
22	10	13	23
23	10	14	24
24	10	15	25
25 and over	10	20	30

In the calendar year in which an employee retires, the employee will be eligible for five extra vacation days.

If an employee is permitted to split their regular or extra vacation, the employee shall be paid for the same number of working days as the employee would have received if the employee had taken their regular and extra vacation continuously.

3. In case a holiday is observed on any day during a full week of an employee's regular vacation, an additional day off with pay shall be allowed for each such holiday. The provisions of Section 24 of Article IV shall apply to all other holidays observed while an employee is on vacation.

4. Regular and extra vacation must be completed during the calendar year in which they are due. However, if an employee is hospitalized for 48 hours or more while on a scheduled vacation, the remainder of that vacation beginning with the date of hospitalization, may be rescheduled later in that calendar year upon proper notification to the Company.

Should such hospitalization occur during a December vacation which was approved in accordance with Section 6 of Article VI, and cannot be rescheduled in that calendar year, the employee will be permitted to reschedule a maximum of one week of the remaining vacation provided such vacation is taken during the first two months of the succeeding calendar year.

5. An employee will be paid at their basic hourly rate of pay for the employee's scheduled basic workdays during their regular and extra vacation.

6. Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the regular and extra vacation shall be selected, in each work group, in

accordance with service except that no extra vacation may be scheduled which would interfere with any employee's choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.

Vacation schedules shall be posted on the appropriate bulletin boards not less than thirty days in advance of the vacation period defined above.

7. For vacation purposes, a calendar week shall normally begin and end at midnight, Sunday night.

8. An employee's eligibility for vacation shall not be affected by a prolonged absence on account of illness, but only an employee on the active payroll may be given a vacation.

No extra time will be allowed because of illness during vacation, except as provided by Section 4 of this Article.

9. No unit of time less than one day shall be counted as vacation time.

10. A regular employee who is retiring will be granted the full vacation and unused floating holidays for which the employee is eligible during the current year before the employee is added to the Service Annuity Roll.

11. A regular employee, eligible for a vacation with pay, whose employment by the Company is terminated before the employee has the entire vacation to which the employee is eligible during the current calendar year, shall receive a vacation allowance equal to their basic hourly rate for the number of days for which the employee is eligible in excess of the number of days of vacation the employee has already taken during the current calendar year, and in the event of termination by death, such vacation allowance shall be paid to the beneficiary of the deceased employee's Group Life Insurance Policy.

The vacation allowance provided in Article VI shall be reduced by any payment under similar or equivalent conditions by reason of any legislation or government orders providing for the payment of allowances to employees who leave the Company.

12. Upon proper notification, reasonable time off as required shall be granted to a regular employee in case of the death of the employee's father, mother, sister, brother, wife, husband, child, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Normally not more than three days of such time off between the death and burial will be granted without loss of basic hourly rate of pay or scheduled vacation time.

Additionally, upon proper notification reasonable time off as required shall be granted to a regular employee in case of the death of the employee's stepfather, stepmother, stepson, stepdaughter, grandfather-in-law, or grandmother-in-law. Normally not more than one day of such time off between the death and burial will be granted without loss of basic hourly rate of pay or scheduled vacation time.

13. A regular employee will be paid at their basic hourly rate of pay while performing jury service during the employee's basic workweek, but such pay shall not be allowed more than once in each calendar year. All fees received for jury service will be retained by the employee.

While on jury service, an employee shall be assigned to work on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.

14. A regular employee performing court service, other than jury service, under summons or subpoena will, upon notice to the Company, be paid at their basic hourly rate of pay for only the first day of such absence which occurs in the employee's basic workweek and will retain all court fees.

15. If a regular employee, upon notice to the Company, is absent during their basic workweek to serve as Judge or Clerk in a public election, under the jurisdiction of election officials, the employee will be paid the difference between their basic hourly rate of pay for that day and election pay, provided the former is the larger, and will retain all fees received.

16. A regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that the employee's service can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if an employee accepts employment elsewhere during such leave without consent of the Company, the employee shall be considered to have resigned.

17. Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company, be granted leaves of absence without pay for sufficient time for this purpose.

## ARTICLE VII

### Wages

1. The wage rates for the period of this Agreement shall, subject to the provisions of Article IX, are those set forth in Exhibit A.

2. In all cases in which the scheduled maximum provided for in a given job classification in the attached Exhibit A is lower than the present rate of pay of an individual

in that job classification, there shall be no reduction in the pay of the individual because of the adoption of the pay schedule.

3. When a qualified employee is temporarily assigned to and works in a job classification which is higher than their regular job classification, the employee shall be paid for that day at the minimum rate for the higher job classification, or at a rate based upon the employee's present rate plus eighty cents (\$.80) per day, whichever is greater. However, no adjustment will be made that would result in a rate higher than the schedule maximum of the job classification to which the employee is assigned.

When a qualified employee is temporarily assigned to and works in a management job classification the employee shall be paid for that day at a rate based upon their present rate plus four dollars (\$4.00) per day.

Assignments of four hours or more in one day shall be considered a full day under this Section. No payment will be made for such temporary assignments if they amount to less than four hours in one day.

When promoting an employee who has had extensive upgrading over an extended period of time, consideration will be given, at the employee's request, to allowing time credit in the higher job classification not to exceed two time steps.

4. An employee returning from a military leave of absence, who is reemployed in their former job classification, or a job classification which is not higher than the employee's former job classification, shall receive the rate of pay provided for in the then existing time steps of the job classification, taking into account the time credit which had accrued when the employee left for military service plus the period of the employee's absence because of military service.

## **ARTICLE VIII**

### **Stewards-Grievances-Arbitration**

1. There shall be a reasonable number of Stewards, covered by this Agreement, who shall be selected by the Union. Each steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.

2. Chief Stewards shall be selected by the Local Union. The Union shall furnish the Company with a list of the names of the employees selected as Chief Stewards.

3. Only regular employees as defined by Article III, Section 1 above, employed in the respective work groups they represent, shall be designated as Stewards or Chief Stewards.



4. It shall be one of the duties of the Stewards and Chief Stewards to attempt to adjust disputes or differences referred to them by any of the employees they have been designated to represent.

5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be settled through the grievance procedure.

It is the intent of the Company, Local Union 15, and the employees that timely filed grievances shall be settled promptly. A grievance is timely filed when submitted at Step 1 of this grievance process by the appropriate Local Union 15 representative in writing on the form adopted for such purpose to an appropriate management representative of the Company no later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware or reasonably should have become aware of the incident which is the basis for the grievance, whichever is later.

A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

### **Grievance Process Steps**

The dispute or difference shall be presented and first discussed by the employee concerned and the immediate Supervisor. The employee shall be accompanied by a Steward or a Chief Steward, if the employee so requests. Management shall respond within five (5) working days to the dispute as presented by the employee and Steward or Chief Steward. In the event that a dispute or difference cannot be resolved as a result of this discussion, a written grievance may be processed in the following manner:

#### ***Step One - Local Investigation***

A local investigation and resolution of a grievance will be the responsibility of the Company and Union represented as follows:

#### **Participants:**

Local Union Representatives:

- One (1) Chief Steward or representative
- One (1) Steward or representative
- One (1) Grievant (optional) (If more than one grievant is referenced on the grievance, only one grievant will be permitted to participate in the discussion.)

Line Management Representatives:

- One (1) Department head level representative
- One (1) First Line Supervisor (optional)

Labor Relations/Human Resources

- One (1) Labor Relations/Human Resources management representative

After discussion with the other party, the Company and Union shall identify their appropriate representatives at each location, site, or department. Either party may be accompanied by one (1) additional representative by mutual consent.

- (1) The Human Resources and Local Union 15 representatives will jointly arrange for meetings at times and places that are mutually agreed to by the persons involved.
- (2) Prior to meeting, Company and Union representatives shall meet individually, as soon as reasonably possible, and shall make a full and complete investigation of the facts related to the grievance. When mutually agreeable, the grievant may be present during those interviews. The grievant will not be a party to the disposition of the grievance nor is the grievant's concurrence required for the settlement of the grievance. The grievant does have the right to point out the existence of other facts or witnesses concerning the grievance.

Notwithstanding the foregoing prohibition, with the written consent of the Union's Business Manager, or designee, the members of the Local Investigating Committee may include the grievant where such employee is also the shop steward representing the department involved in the grievance. In this limited situation, the shop steward/grievant may be a party to the disposition of the grievance.

- (3) The grievance shall be met on, answered and forwarded to the Local Union within thirty (30) calendar days following its being timely filed. An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 1 grievance meeting. The Union will have thirty (30) calendar days from the date of receipt of the Step 1 answer to refer the grievance to Step 2 Business Unit Joint Grievance Committee, if not resolved.

## Step Two - Business Unit Joint Grievance Committee

A Joint Grievance Committee shall be established in each operational Business Unit. A Joint Grievance Committee will be composed as follows:

### Local Union Representatives:

- Two (2) Business Representatives

### Line Management Representatives:

- One (1) Manager (Site Manager, Site Vice President, Department Vice President, Regional Director) from the specific business unit shall be in attendance

### Labor Relations/Human Resources

- One (1) Labor Relations/Human Resources management representative

The Step 2 meeting will be conducted at the generating location where the grievance originated for grievances arising in Exelon Generation (Nuclear), at the Commonwealth Edison Lincoln Center, Commercial Center (or agreed upon location) for grievances arising in Commonwealth Edison, and the general office headquarters for the Exelon Business Services Company where the grievance originated for grievances arising in the Exelon Business Services Company.

The Committee shall meet to consider the grievance at its second next regularly scheduled monthly meeting date after receiving the referral to the Step 2 Business Unit Joint Grievance Committee and report of the Local Investigating Representative.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 2 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 2 grievance within thirty (30) calendar days of the Step 2 meeting.

Any referral to the Step 3 Review Committee must occur within thirty (30) calendar days of receipt of the Step 2 answer.

### **Step Three - Review Committee**

The Review Committee shall be composed as follows:

Local Union Representatives:

- Two (2) Representatives appointed by the Business Manager including the Business Manager, Senior Assistant Business Manager, and Officers of Local Union 15.

Line Management Representatives:

- One (1) Executive Level Operational Manager representing the Business Unit in which the grievance originated. If titles change, the appropriate level will remain the same or higher.

Labor Relations/Human Resources

- One (1) Labor Relations/Employee Relations Vice President or designee.

Both parties recognize the importance of maintaining stability in the composition of the Review Committee. Members of the Review Committee shall strive toward achieving this objective when scheduling Step 3 meetings.

### **Review Committee Procedure**

The Review Committee shall meet to consider the grievance at its second next regularly scheduled meeting after receiving the referral.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 3 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 3 grievance within fifteen (15) calendar days of the Step 3 meeting.

### **Step Four - Arbitration**

If the dispute or difference is not satisfactorily settled by the Review Committee, it shall be referred, at the request of either party, to an impartial arbitrator. Such referral must be made within forty-five (45) calendar days from the date of receipt by the Union of the Step 3 answer.

The appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The list shall contain the names of

15 arbitrators all of whom are members of the National Academy of Arbitrators. No arbitrator shall be included in the list who has been selected to act or is active as the impartial arbitrator in any other pending labor arbitration, other than an expedited arbitration, between the Company and Local Union 15. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his/her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service. All decisions rendered by the impartial arbitrator shall be *final and binding on both parties*. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Each party in an arbitration proceeding may be represented in each proceeding by any person authorized in writing by such party. Such representative(s) may examine all witnesses in the proceedings.

No less than twenty-one calendar days prior to the arbitration hearing, each party and/or its authorized representatives shall provide the other all exhibits and a list of witnesses that the party intends to use or call as part of the presentation of its direct case, should the matter proceed to a hearing without a settlement. Potential rebuttal witnesses and exhibits that the party intends to introduce only on rebuttal, for impeachment purposes, or otherwise during cross-examination, need not be disclosed. Disclosure of intended witnesses or exhibits does not obligate the disclosing party to use those witnesses or exhibits at the hearing. By mutual consent of the parties, any of the requirements of this paragraph may be waived or modified.

Each of the parties in the arbitration proceeding shall bear the fees and expenses it incurs and the fees and expenses of the impartial arbitrator shall be borne equally by both parties provided, however, that the total compensation of such impartial arbitrator shall be *agreed upon in advance* after submission of the matter in controversy to the impartial arbitrator.

In the case of a grievance relative to disciplinary suspension or demotion, or discharge for cause, such grievance shall be originated at Step 2 in the grievance procedure.

In grievances involving discharges, it is the objective of the parties that the grievance will normally be resolved within nine (9) months of the discharge. In order to accomplish this objective, if the grievance is processed to Step 4 and a panel of arbitrators is requested from the Federal Mediation and Conciliation Service, the panel shall include the names of fifteen (15) arbitrators who are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall

engage in an alternate strike process until only one arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his/her selection. The parties shall alternate the initiation of the strike process. If the selected arbitrator is not available to conduct the arbitration hearing within two (2) months of his or her selection, the next mutually agreeable arbitrator on the panel will be contacted for their availability. If a transcript of the hearing is requested, it must be furnished within three (3) weeks of the close of the hearing. By mutual consent, any of the foregoing time periods may be waived or modified.

If the charges are not sustained in the procedure outlined in this Article, the employee's record shall be cleared of such charges and in case of loss of any wages they shall be reimbursed for such loss.

In the case of a grievance as a result of implementing a departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new job classification, such grievance may be originated at Step 2.

Either the Company or Union may choose to utilize the Expedited Arbitration Procedure, in the case of a grievance where the requested remedy would cost the Company under \$25,000 and the issue does not involve disciplinary action of more than three days or discharge.

Under the Expedited Arbitration Procedure, the appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. The list shall contain the names of fifteen (15) arbitrators all of whom are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his/her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Grievances in the Expedited Arbitration Procedure shall be presented to the Company and Union by representatives as referenced in Steps 1, 2, 3 of the grievance procedure and shall be heard without attorneys unless both parties mutually agree to their inclusion in this step of the process, and shall be conducted without transcripts or recordings. The Arbitrator shall issue a one-page Arbitration Award within ten (10) days of the hearing. The Impartial Arbitrator shall be governed wholly by the terms of this Agreement and

shall have no power to add or to change its terms or grant any remedy that would cost in excess of \$25,000 to the Company. The Arbitration Award shall be binding on the Company and the Union, but shall not constitute a precedent as to other grievances in the future and shall not be introduced into any other arbitration in the future. No more than one grievance may be submitted in each expedited arbitration proceeding.

**Other Provisions**

Either the Company or Union representatives participating in the discussions outlined above may, if they agree that further determination of fact is required, request an extension of time which may be granted by the other. In no event shall any extension by either or both parties exceed one additional time period provided for at the level where the extension is granted. By mutual consent, any step in the grievance procedure may be bypassed.

Unless mutually agreed, summaries prepared under this provision shall not be admissible at any arbitration between the parties.

In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the raising of the question or questions in dispute until a settlement is reached through the grievance or arbitration procedure provided in this Article.

6. Pay at their basic hourly rates of pay will be allowed officially designated Union representatives, or their alternates, as provided for in this Article, for the basic workdays of their basic workweek, while engaged in the following steps of the grievance procedure:

- Stewards ..... Step 1
- Chief Stewards ..... Step 1

**ARTICLE IX**  
**Term of Agreements**

1. This Agreement, when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood, shall be effective as of April 1, 2001, for the employees on the payroll on or after April 1, 2001.

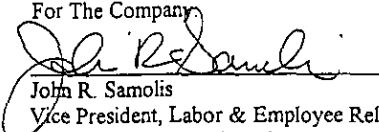
2. The term of the current Agreement shall be from April 1, 2001, to September 30, 2005 solely with respect to Exelon Generation Company (Nuclear), and September 30, 2006 solely with respect to Commonwealth Edison Company (ComEd) and Exelon Business Services Company (BSC). The Agreement as applicable to Nuclear and the Agreement as applicable to ComEd and BSC, respectively, shall be considered renewed from term to term of one (1) year each at their respective expiration dates of September

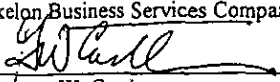
30, 2005 and September 30, 2006, and each subsequent September 30, unless a written notice of desire to amend or terminate the applicable Agreement is given by the Union or by the applicable company at least sixty (60) days prior to the expiration of the term of the applicable Agreement or of any renewal period and in such case negotiations shall proceed between Nuclear and the Union or between ComEd, BSC and the Union for separate collective bargaining agreements either (1) solely between Nuclear and the Union with respect to a bargaining unit comprised only of those classifications at locations covered by the current Agreement who are employees of Nuclear (and on September 30, 2005 all rights and obligations of Nuclear, if any, with respect to employees of ComEd and BSC, and those of ComEd and BSC, if any, with respect to employees of Nuclear shall terminate; under all circumstances, Nuclear shall continue to have all existing obligations with respect to its own employees unless changed through the collective bargaining process and ComEd and BSC shall continue to have all existing obligations with respect to their own employees unless changed through the collective bargaining process) or (2) solely between ComEd, BSC and the Union with respect to a bargaining unit comprised only of those classifications at locations covered by the current Agreement who are employees of ComEd or BSC. In the event such written notice expresses a desire to amend the applicable Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The applicable parties agree to commence negotiations on any proposed amendments not less than (40) days prior to the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the applicable Agreement, then the term of that Agreement as applicable to either Nuclear or ComEd and BSC shall automatically be extended so long as negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.

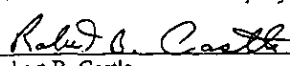


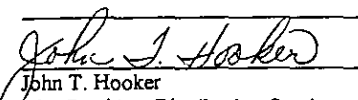
The undersigned agree to the provisions of the Memorandum of Agreement dated April 18, 2001, with a recommendation to the membership for their ratification.

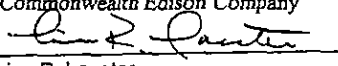
For The Company

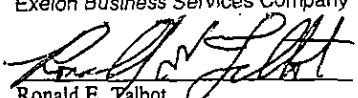
  
John R. Samolis  
Vice President, Labor & Employee Relations,  
Exelon Business Services Company

  
Gregory W. Castle  
Vice President, Labor Relations,  
Commonwealth Edison Company

  
Robert B. Castle  
Director, Labor Relations, Exelon  
Generation Company

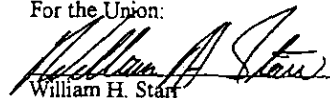
  
John T. Hooker  
Vice President Distribution Services,  
Community Relations,  
Administrative Services,  
Commonwealth Edison Company

  
Linn R. Lasater  
Director, Labor Relations  
Exelon Business Services Company

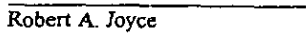
  
Ronald E. Talbot  
Regional Distribution Operations  
Commonwealth Edison Company

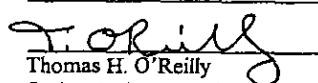
4/20/01  
Date

For the Union:

  
William H. Start  
President & Business Manager

  
Nicholas A. Citta  
Senior Assistant Business Rep

  
Robert A. Joyce  
Vice President & Senior Assistant  
Business Rep

  
Thomas H. O'Reilly  
Senior Assistant Business Rep

# **CLERICAL EXHIBIT A**

**Exelon Generation Company  
(Nuclear)**

**CLERICAL EXHIBIT A**  
**Exelon Generation Company (Nuclear)**  
**Schedules of Basic Hourly Rates of Pay**  
**and**  
**Time and Rate Steps**

**Office Service Representative (Full-Time)**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	12	-
10.60	10.97	11.35	11.80	12.27	12	1
11.12	11.51	11.91	12.39	12.89	12	2
11.62	12.03	12.45	12.95	13.47	12	3
12.38	12.81	13.26	13.79	14.34	12	4
15.19	15.72	16.27	16.92	17.60	12	5
17.63	18.25	18.89	19.65	20.44	Maximum	6

**Office Service Representative (Part-Time)**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	24	-
10.60	10.97	11.35	11.80	12.27	24	2
11.12	11.51	11.91	12.39	12.89	24	4
11.62	12.03	12.45	12.95	13.47	24	6
12.38	12.81	13.26	13.79	14.34	24	8
15.19	15.72	16.27	16.92	17.60	24	10
17.63	18.25	18.89	19.65	20.44	Maximum	12

**\*Office Service Specialist (Full Time)**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	12	-
10.60	10.97	11.35	11.80	12.27	12	1
11.12	11.51	11.91	12.39	12.89	12	2
11.62	12.03	12.45	12.95	13.47	12	3
12.93	13.38	13.85	14.40	14.98	12	4
15.78	16.33	16.90	17.58	18.28	12	5
18.95	19.61	20.30	21.11	21.95	Maximum	6

\* Stenographic positions shall receive a hourly additive in the amount of \$.68 in 2001, \$.70 in 2002, \$.72 in 2003, \$.75 in 2004, and \$.78 in 2005.

for all hours worked including overtime. This additive is subject to applicable base wage increases.

**\*Office Service Specialist (Part Time)**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	24	-
10.60	10.97	11.35	11.80	12.27	24	2
11.12	11.51	11.91	12.39	12.89	24	4
11.62	12.03	12.45	12.95	13.47	24	6
12.93	13.38	13.85	14.40	14.98	24	8
15.78	16.33	16.90	17.58	18.28	24	10
18.95	19.61	20.30	21.11	21.95	Maximum	12

\* Stenographic positions shall receive a hourly additive in the amount of \$.68 in 2001, \$.70 in 2002, \$.72 in 2003, \$.75 in 2004, and \$.78 in 2005 for all hours worked including overtime. This additive is subject to applicable base wage increases.

#Clerk, Grade A (Stenographic-Secretarial)  
General Clerk I

Rate Steps					Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	Months	Years	Months
21.36	22.11	22.88	23.80	24.75	6	-	-
21.39	22.14	22.91	23.83	24.78	6	0	6
21.43	22.18	22.96	23.88	24.84	6	1	0
21.46	22.21	22.99	23.91	24.87	6	1	6
21.49	22.24	23.02	23.94	24.90	6	2	0
21.53	22.28	23.06	23.98	24.94	6	2	6
21.56	22.31	23.09	24.01	24.97	6	3	0
21.59	22.35	23.13	24.06	25.02	6	3	6
21.63	22.39	23.17	24.10	25.06	Maximum	4	0

# limited to present incumbents only

Operating Clerk III  
Procedures Clerk

Rate Steps					Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	Months	Years	Months
22.77	23.57	24.39	25.37	26.38	6	-	-
22.81	23.61	24.44	25.42	26.44	6	0	6
22.84	23.64	24.47	25.45	26.47	6	1	0
22.88	23.68	24.51	25.49	26.51	6	1	6
22.93	23.73	24.56	25.54	26.56	6	2	0
22.96	23.76	24.59	25.57	26.59	6	2	6
22.99	23.79	24.62	25.60	26.62	6	3	0
23.02	23.83	24.66	25.65	26.68	6	3	6
23.12	23.93	24.77	25.76	26.79	Maximum	4	0

# limited to present incumbents only

# Central File Clerk

Rate Steps					Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	Months	Years	Months
25.75	26.65	27.58	28.68	29.83	6	-	-
25.79	26.69	27.62	28.72	29.87	6	0	6
25.84	26.74	27.68	28.79	29.94	6	1	0
25.88	26.79	27.73	28.84	29.99	6	1	6
25.91	26.82	27.76	28.87	30.02	6	2	0
25.93	26.84	27.78	28.89	30.05	6	2	6
25.96	26.87	27.81	28.92	30.08	6	3	0
25.99	26.90	27.84	28.95	30.11	6	3	6
26.08	26.99	27.93	29.05	30.21	Maximum	4	0

# Surveillance Clerk

Rate Steps					Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	Months	Years	Months
26.13	27.04	27.99	29.11	30.27	6	-	-
26.16	27.08	28.03	29.15	30.32	6	0	6
26.20	27.12	28.07	29.19	30.36	6	1	0
26.24	27.16	28.11	29.23	30.40	6	1	6
26.27	27.19	28.14	29.27	30.44	6	2	0
26.30	27.22	28.17	29.30	30.47	6	2	6
26.33	27.25	28.20	29.33	30.50	6	3	0
26.36	27.28	28.23	29.36	30.53	6	3	6
26.43	27.36	28.32	29.45	30.63	Maximum	4	0

Documents Control Clerk

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.48	28.44	29.44	30.62	31.84	6	-	-
27.51	28.47	29.47	30.65	31.88	6	0	6
27.55	28.51	29.51	30.69	31.92	6	1	0
27.58	28.55	29.55	30.73	31.96	6	1	6
27.61	28.58	29.58	30.76	31.99	6	2	0
27.66	28.63	29.63	30.82	32.05	6	2	6
27.69	28.66	29.66	30.85	32.08	6	3	0
27.72	28.69	29.69	30.88	32.12	6	3	6
27.81	28.78	29.79	30.98	32.22	Maximum	4	0

**CLERICAL**

**EXHIBIT A**

**Commonwealth Edison  
Distribution and Business  
Services Company**

EXHIBIT A



**CLERICAL EXHIBIT A**  
**Commonwealth Edison Distribution and Business Services Company**  
**Schedules of Basic Hourly Rates of Pay**  
**and**  
**Time and Rate Steps**

**Entry Clerk , Treasury, Central Mail Facilities, General Office (Full Time)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	12.15	12	-
10.60	10.97	11.35	11.80	12.27	12.76	12	1
11.12	11.51	11.91	12.39	12.89	13.41	12	2
11.62	12.03	12.45	12.95	13.47	14.01	12	3
12.38	12.81	13.26	13.79	14.34	14.91	12	4
12.44	12.88	13.33	13.86	14.41	14.99	12	5
13.71	14.19	14.69	15.28	15.89	16.53	12	6
15.20	15.73	16.28	16.93	17.61	18.31	Maximum	7

**Entry Clerk, Treasury, Central Mail Facilities, General Office (Part-Time)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	12.15	24	-
10.60	10.97	11.35	11.80	12.27	12.76	24	2
11.12	11.51	11.91	12.39	12.89	13.41	24	4
11.62	12.03	12.45	12.95	13.47	14.01	24	6
12.38	12.81	13.26	13.79	14.34	14.91	24	8
12.44	12.88	13.33	13.86	14.41	14.99	24	10
13.71	14.19	14.69	15.28	15.89	16.53	24	12
15.20	15.73	16.28	16.93	17.61	18.31	Maximum	14

# Office Service Representative (Full Time)

Rate Steps						Time Step	Cumulative
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years
10.08	10.43	10.80	11.23	11.68	12.15	12	-
10.60	10.97	11.35	11.80	12.27	12.76	12	1
11.12	11.51	11.91	12.39	12.89	13.41	12	2
11.62	12.03	12.45	12.95	13.47	14.01	12	3
12.38	12.81	13.26	13.79	14.34	14.91	12	4
15.19	15.72	16.27	16.92	17.60	18.30	12	5
17.63	18.25	18.89	19.65	20.44	21.26	Maximum	6

# Office Service Representative (Part Time)

Rate Steps						Time Step	Cumulative
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years
10.08	10.43	10.80	11.23	11.68	12.15	24	-
10.60	10.97	11.35	11.80	12.27	12.76	24	2
11.12	11.51	11.91	12.39	12.89	13.41	24	4
11.62	12.03	12.45	12.95	13.47	14.01	24	6
12.38	12.81	13.26	13.79	14.34	14.91	24	8
15.19	15.72	16.27	16.92	17.60	18.30	24	10
17.63	18.25	18.89	19.65	20.44	21.26	Maximum	12

**Operator, Senior Grade, Duplicating Machines**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
18.69	19.34	20.02	20.82	21.65	22.52	6	-	-
18.71	19.36	20.04	20.84	21.67	22.54	6	0	6
18.74	19.40	20.08	20.88	21.72	22.59	6	1	0
18.79	19.45	20.13	20.94	21.78	22.65	6	1	6
18.82	19.48	20.16	20.97	21.81	22.68	6	2	0
18.86	19.52	20.20	21.01	21.85	22.72	6	2	6
18.89	19.55	20.23	21.04	21.88	22.76	6	3	0
18.92	19.58	20.27	21.08	21.92	22.80	6	3	6
18.95	19.61	20.30	21.11	21.95	22.83	Maximum	4	0

**\*Office Service Specialist (Full Time)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	
10.08	10.43	10.80	11.23	11.68	12.15	12	-	
10.60	10.97	11.35	11.80	12.27	12.76	12	1	
11.12	11.51	11.91	12.39	12.89	13.41	12	2	
11.62	12.03	12.45	12.95	13.47	14.01	12	3	
12.93	13.38	13.85	14.40	14.98	15.58	12	4	
15.78	16.33	16.90	17.58	18.28	19.01	12	5	
18.95	19.61	20.30	21.11	21.95	22.83	Maximum	6	

\* Stenographic positions shall receive a hourly additive in the amount of \$.68 in 2001, \$.70 in 2002, \$.72 in 2003, \$.75 in 2004, \$.78 in 2005, and \$.81 in 2006 for all hours worked including overtime. This additive is subject to applicable base wage increases.

**\*Office Service Specialist (Part Time)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>
10.08	10.43	10.80	11.23	11.68	12.15	24	-
10.60	10.97	11.35	11.80	12.27	12.76	24	2
11.12	11.51	11.91	12.39	12.89	13.41	24	4
11.62	12.03	12.45	12.95	13.47	14.01	24	6
12.93	13.38	13.85	14.40	14.98	15.58	24	8
15.78	16.33	16.90	17.58	18.28	19.01	24	10
18.95	19.61	20.30	21.11	21.95	22.83	Maximum	12

\* Stenographic positions shall receive a hourly additive in the amount of \$.68 in 2001, \$.70 in 2002, \$.72 in 2003, \$.75 in 2004, \$.78 in 2005, and \$.81 in 2006 for all hours worked including overtime. This additive is subject to applicable base wage increases.

**#Clerk, Grade A (Stenographic-Secretarial)  
General Clerk I**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.36	22.11	22.88	23.80	24.75	25.74	6	-	-
21.39	22.14	22.91	23.83	24.78	25.77	6	0	6
21.43	22.18	22.96	23.88	24.84	25.83	6	1	0
21.46	22.21	22.99	23.91	24.87	25.86	6	1	6
21.49	22.24	23.02	23.94	24.90	25.90	6	2	0
21.53	22.28	23.06	23.98	24.94	25.94	6	2	6
21.56	22.31	23.09	24.01	24.97	25.97	6	3	0
21.59	22.35	23.13	24.06	25.02	26.02	6	3	6
21.63	22.39	23.17	24.10	25.06	26.06	Maximum	4	0

# limited to present incumbents only

**Plant Analyst, Junior Grade**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.51	22.26	23.04	23.96	24.92	25.92	6	-	-
21.54	22.29	23.07	23.99	24.95	25.95	6	0	6
21.57	22.32	23.10	24.02	24.98	25.98	6	1	0
21.60	22.36	23.14	24.07	25.03	26.03	6	1	6
21.63	22.39	23.17	24.10	25.06	26.06	6	2	0
21.66	22.42	23.20	24.13	25.10	26.10	6	2	6
21.70	22.46	23.25	24.18	25.15	26.16	6	3	0
21.74	22.50	23.29	24.22	25.19	26.20	6	3	6
21.79	22.55	23.34	24.27	25.24	26.25	Maximum	4	0

**Energy Technician**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
23.03	23.84	24.67	25.66	26.69	27.76	6	-	-
23.06	23.87	24.71	25.70	26.73	27.80	6	0	6
23.09	23.90	24.74	25.73	26.76	27.83	6	1	0
23.12	23.93	24.77	25.76	26.79	27.86	6	1	6
23.15	23.96	24.80	25.79	26.82	27.89	6	2	0
23.19	24.00	24.84	25.83	26.86	27.93	6	2	6
23.22	24.03	24.87	25.86	26.89	27.97	6	3	0
23.30	24.12	24.96	25.96	27.00	28.08	Maximum	3	6

# # Customer Service Representative

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.40	23.18	23.99	24.95	25.95	26.99	3	-	-
22.95	23.75	24.58	25.56	26.58	27.64	3	0	3
23.46	24.28	25.13	26.14	27.19	28.28	6	0	6
23.49	24.31	25.16	26.17	27.22	28.31	6	1	0
23.53	24.35	25.20	26.21	27.26	28.35	6	1	6
23.57	24.39	25.24	26.25	27.30	28.39	6	2	0
23.61	24.44	25.30	26.31	27.36	28.45	6	2	6
23.65	24.48	25.34	26.35	27.40	28.50	6	3	0
23.68	24.51	25.37	26.38	27.44	28.54	6	3	6
23.71	24.54	25.40	26.42	27.48	28.58	6	4	0
23.82	24.65	25.51	26.53	27.59	28.69	Maximum	4	6

# limited to present incumbents only (Effective 09/08/97)

## Customer Service Representative (Effective 09/08/97)

Rate Steps						Time Step	Cumulative
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years
17.22	17.82	18.44	19.18	19.95	20.75	12	-
17.79	18.41	19.05	19.81	20.60	21.42	12	1
18.37	19.01	19.68	20.47	21.29	22.14	12	2
19.52	20.20	20.91	21.75	22.62	23.52	12	3
20.66	21.38	22.13	23.02	23.94	24.90	12	4
21.82	22.58	23.37	24.30	25.27	26.28	12	5
23.82	24.65	25.51	26.53	27.59	28.69	Maximum	6

# # Customer Service Representative - Part-Time

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.40	23.18	23.99	24.95	25.95	26.99	3	-	-
22.95	23.75	24.58	25.56	26.58	27.64	6	0	3
23.46	24.28	25.13	26.14	27.19	28.28	12	0	9
23.49	24.31	25.16	26.17	27.22	28.31	12	1	9
23.53	24.35	25.20	26.21	27.26	28.35	12	2	9
23.57	24.39	25.24	26.25	27.30	28.39	12	3	9
23.61	24.44	25.30	26.31	27.36	28.45	12	4	9
23.65	24.48	25.34	26.35	27.40	28.50	12	5	9
23.68	24.51	25.37	26.38	27.44	28.54	12	6	9
23.71	24.54	25.40	26.42	27.48	28.58	12	7	9
23.82	24.65	25.51	26.53	27.59	28.69	Maximum	8	9

# limited to present incumbents only (Effective 09/08/97)

## Customer Service Representative - Part-Time (Effective 09/08/97), 1040-1248 Scheduled Hours Yearly

Rate Steps						Time Step	Cumulative
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years
17.22	17.82	18.44	19.18	19.95	20.75	24	-
17.79	18.41	19.05	19.81	20.60	21.42	24	2
18.37	19.01	19.68	20.47	21.29	22.14	24	4
19.52	20.20	20.91	21.75	22.62	23.52	24	6
20.66	21.38	22.13	23.02	23.94	24.90	24	8
21.82	22.58	23.37	24.30	25.27	26.28	24	10
23.82	24.65	25.51	26.53	27.59	28.69	Maximum	12

**Customer Service Representative - Part-Time (Effective 09/08/97), 1249-1664 Scheduled Hours Yearly**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>
17.22	17.82	18.44	19.18	19.95	20.75	18	-
17.79	18.41	19.05	19.81	20.60	21.42	18	1.5
18.37	19.01	19.68	20.47	21.29	22.14	18	3
19.52	20.20	20.91	21.75	22.62	23.52	18	4.5
20.66	21.38	22.13	23.02	23.94	24.90	18	6
21.82	22.58	23.37	24.30	25.27	26.28	18	8
23.82	24.65	25.51	26.53	27.59	28.69	Maximum	9

**#Field Accounts Representative**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
22.75	23.55	24.37	25.34	26.35	27.40	6	-	-
22.78	23.58	24.41	25.39	26.41	27.47	6	0	6
22.82	23.62	24.45	25.43	26.45	27.51	6	1	0
22.84	23.64	24.47	25.45	26.47	27.53	6	1	6
22.88	23.68	24.51	25.49	26.51	27.57	6	2	0
22.93	23.73	24.56	25.54	26.56	27.62	6	2	6
22.96	23.76	24.59	25.57	26.59	27.65	6	3	0
22.99	23.79	24.62	25.60	26.62	27.68	6	3	6
23.03	23.84	24.67	25.66	26.69	27.76	Maximum	4	0

# limited to present incumbents only



#Clerk AA (Stenographic-Secretarial)  
 Commercial Clerk III  
 Financial Business Clerk III  
 Financial Clerk III  
 General Business Clerk III  
 Operating Clerk III

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.77	23.57	24.39	25.37	26.38	27.44	6	-	-
22.81	23.61	24.44	25.42	26.44	27.50	6	0	6
22.84	23.64	24.47	25.45	26.47	27.53	6	1	0
22.88	23.68	24.51	25.49	26.51	27.57	6	1	6
22.93	23.73	24.56	25.54	26.56	27.62	6	2	0
22.96	23.76	24.59	25.57	26.59	27.65	6	2	6
22.99	23.79	24.62	25.60	26.62	27.68	6	3	0
23.02	23.83	24.66	25.65	26.68	27.75	6	3	6
23.12	23.93	24.77	25.76	26.79	27.86	Maximum	4	0

# limited to present incumbents only

Construction Order Clerk

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
23.03	23.84	24.67	25.66	26.69	27.76	6	-	-
23.06	23.87	24.71	25.70	26.73	27.80	6	0	6
23.09	23.90	24.74	25.73	26.76	27.83	6	1	0
23.12	23.93	24.77	25.76	26.79	27.86	6	1	6
23.15	23.96	24.80	25.79	26.82	27.89	6	2	0
23.20	24.01	24.85	25.84	26.87	27.94	6	2	6
23.26	24.07	24.91	25.91	26.95	28.03	6	3	0
23.31	24.13	24.97	25.97	27.01	28.09	6	3	6
23.39	24.21	25.06	26.06	27.10	28.18	Maximum	4	0

**Customer Interview Representative  
New Construction Representative**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
23.58	24.41	25.26	26.27	27.32	28.41	3	-	-
23.86	24.70	25.56	26.58	27.64	28.75	3	0	3
24.16	25.01	25.89	26.93	28.01	29.13	6	0	6
24.19	25.04	25.92	26.96	28.04	29.16	6	1	0
24.22	25.07	25.95	26.99	28.07	29.19	6	1	6
24.25	25.10	25.98	27.02	28.10	29.22	6	2	0
24.28	25.13	26.01	27.05	28.13	29.26	6	2	6
24.32	25.17	26.05	27.09	28.17	29.30	6	3	0
24.37	25.22	26.10	27.14	28.23	29.36	6	3	6
24.41	25.26	26.14	27.19	28.28	29.41	6	4	0
24.51	25.37	26.26	27.31	28.40	29.54	Maximum	4	6

**#Bill Adjustment Clerk  
Customer Service Clerk**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
25.75	26.65	27.58	28.68	29.83	31.02	6	-	-
25.79	26.69	27.62	28.72	29.87	31.06	6	0	6
25.84	26.74	27.68	28.79	29.94	31.14	6	1	0
25.88	26.79	27.73	28.84	29.99	31.19	6	1	6
25.91	26.82	27.76	28.87	30.02	31.22	6	2	0
25.93	26.84	27.78	28.89	30.05	31.25	6	2	6
25.96	26.87	27.81	28.92	30.08	31.28	6	3	0
25.99	26.90	27.84	28.95	30.11	31.31	6	3	6
26.08	26.99	27.93	29.05	30.21	31.42	Maximum	4	0

# limited to present incumbents only

**#Credit Representative**

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
25.81	26.71	27.64	28.75	29.90	31.10	6	-	-
25.85	26.75	27.69	28.80	29.95	31.15	6	0	6
25.89	26.80	27.74	28.85	30.00	31.20	6	1	0
25.92	26.83	27.77	28.88	30.04	31.24	6	1	6
25.95	26.86	27.80	28.91	30.07	31.27	6	2	0
25.98	26.89	27.83	28.94	30.10	31.30	6	2	6
26.00	26.91	27.85	28.96	30.12	31.32	6	3	0
26.03	26.94	27.88	29.00	30.16	31.37	6	3	6
26.13	27.04	27.99	29.11	30.27	31.48	Maximum	4	0

# limited to present incumbents only

**Commercial Clerk II**  
**Customer Credit Representative**  
**Financial Business Clerk II**  
**Operating Clerk II**  
**Service Representative**

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
26.13	27.04	27.99	29.11	30.27	31.48	6	-	-
26.16	27.08	28.03	29.15	30.32	31.53	6	0	6
26.20	27.12	28.07	29.19	30.36	31.57	6	1	0
26.24	27.16	28.11	29.23	30.40	31.62	6	1	6
26.27	27.19	28.14	29.27	30.44	31.66	6	2	0
26.30	27.22	28.17	29.30	30.47	31.69	6	2	6
26.33	27.25	28.20	29.33	30.50	31.72	6	3	0
26.36	27.28	28.23	29.36	30.53	31.75	6	3	6
26.43	27.36	28.32	29.45	30.63	31.86	Maximum	4	0

# limited to present incumbents only

Analyst, Plant Accounting  
Customer Office Representative

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
26.13	27.04	27.99	29.11	30.27	31.48	6	-	-
26.16	27.08	28.03	29.15	30.32	31.53	6	0	6
26.22	27.14	28.09	29.21	30.38	31.60	6	1	0
26.24	27.16	28.11	29.23	30.40	31.62	6	1	6
26.27	27.19	28.14	29.27	30.44	31.66	6	2	0
26.30	27.22	28.17	29.30	30.47	31.69	6	2	6
26.33	27.25	28.20	29.33	30.50	31.72	6	3	0
26.36	27.28	28.23	29.36	30.53	31.75	6	3	6
26.46	27.39	28.35	29.48	30.66	31.89	Maximum	4	0

Senior Energy Technician

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
26.57	27.50	28.46	29.60	30.78	32.01	6	-	-
26.60	27.53	28.49	29.63	30.82	32.05	6	0	6
26.63	27.56	28.52	29.66	30.85	32.08	6	1	0
26.66	27.59	28.56	29.70	30.89	32.13	6	1	6
26.69	27.62	28.59	29.73	30.92	32.16	6	2	0
26.72	27.66	28.63	29.78	30.97	32.21	6	2	6
26.74	27.68	28.65	29.80	30.99	32.23	6	3	0
26.81	27.75	28.72	29.87	31.06	32.30	Maximum	3	6

**Billing Clerk**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
25.75	26.65	27.58	28.68	29.83	31.02	6	-	-
25.85	26.75	27.69	28.80	29.95	31.15	6	0	6
25.91	26.82	27.76	28.87	30.02	31.22	6	1	0
26.01	26.92	27.86	28.97	30.13	31.34	6	1	6
26.12	27.03	27.98	29.10	30.26	31.47	6	2	0
26.23	27.15	28.10	29.22	30.39	31.61	6	2	6
26.33	27.25	28.20	29.33	30.50	31.72	6	3	0
26.51	27.44	28.40	29.54	30.72	31.95	6	3	6
26.61	27.54	28.50	29.64	30.83	32.06	6	4	0
26.88	27.82	28.79	29.94	31.14	32.39	6	4	6
27.14	28.09	29.07	30.23	31.44	32.70	6	5	0
27.41	28.37	29.36	30.53	31.75	33.02	6	5	6
27.69	28.66	29.66	30.85	32.08	33.36	Maximum	6	0

**Assistant Analyst, Real Estate Records**

#Commercial Accounts Clerk

Commercial Credit Clerk

Photographer, Office

Tax Records Analysis Clerk

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.37	28.33	29.32	30.49	31.71	32.98	6	-	-
27.40	28.36	29.35	30.52	31.74	33.01	6	0	6
27.43	28.39	29.38	30.56	31.78	33.05	6	1	0
27.46	28.42	29.41	30.59	31.81	33.08	6	1	6
27.49	28.45	29.45	30.63	31.86	33.13	6	2	0
27.51	28.47	29.47	30.65	31.88	33.16	6	2	6
27.55	28.51	29.51	30.69	31.92	33.20	6	3	0
27.58	28.55	29.55	30.73	31.96	33.24	6	3	6
27.69	28.66	29.66	30.85	32.08	33.36	Maximum	4	0

# limited to present incumbents only

Commercial Clerk I  
 Financial Business Clerk I  
 General Service Representative  
 Liability Representative  
 Operating Clerk I  
 Photographer, Field

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.48	28.44	29.44	30.62	31.84	33.11	6	-	-
27.51	28.47	29.47	30.65	31.88	33.16	6	0	6
27.55	28.51	29.51	30.69	31.92	33.20	6	1	0
27.58	28.55	29.55	30.73	31.96	33.24	6	1	6
27.61	28.58	29.58	30.76	31.99	33.27	6	2	0
27.66	28.63	29.63	30.82	32.05	33.33	6	2	6
27.69	28.66	29.66	30.85	32.08	33.36	6	3	0
27.72	28.69	29.69	30.88	32.12	33.40	6	3	6
27.81	28.78	29.79	30.98	32.22	33.51	Maximum	4	0

Financial Statements Clerk

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.57	28.53	29.53	30.71	31.94	33.22	6	-	-
27.60	28.57	29.57	30.75	31.98	33.26	6	0	6
27.64	28.61	29.61	30.79	32.02	33.30	6	1	0
27.68	28.65	29.65	30.84	32.07	33.35	6	1	6
27.72	28.69	29.69	30.88	32.12	33.40	6	2	0
27.75	28.72	29.73	30.92	32.16	33.45	6	2	6
27.78	28.75	29.76	30.95	32.19	33.48	6	3	0
27.81	28.78	29.79	30.98	32.22	33.51	6	3	6
27.90	28.88	29.89	31.09	32.33	33.62	Maximum	4	0

**Console Operator**  
**Financial Business Analysis Clerk**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.67	28.64	29.64	30.83	32.06	33.34	6	-	-
27.69	28.66	29.66	30.85	32.08	33.36	6	0	6
27.73	28.70	29.70	30.89	32.13	33.42	6	1	0
27.76	28.73	29.74	30.93	32.17	33.46	6	1	6
27.79	28.76	29.77	30.96	32.20	33.49	6	2	0
27.82	28.79	29.80	30.99	32.23	33.52	6	2	6
27.85	28.82	29.83	31.02	32.26	33.55	6	3	0
27.88	28.86	29.87	31.06	32.30	33.59	6	3	6
27.99	28.97	29.98	31.18	32.43	33.73	Maximum	4	0

# **PHYSICAL**

# **EXHIBIT A**

**Exelon Generation Company  
(Nuclear)**



**PHYSICAL EXHIBIT A**  
**Exelon Generation Company (Nuclear)**  
**Schedules of Basic Hourly Rates of Pay**  
**and**  
**Time and Rate Steps**

**Janitor**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
13.63	14.11	14.60	15.18	15.79	6	-	-
13.69	14.17	14.67	15.26	15.87	6	0	6
13.76	14.24	14.74	15.33	15.94	6	1	0
13.82	14.30	14.80	15.39	16.01	6	1	6
13.87	14.36	14.86	15.45	16.07	Maximum	2	0

**Station Laborer**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
13.84	14.32	14.82	15.41	16.03	6	-	-
13.89	14.38	14.88	15.48	16.10	6	0	6
13.94	14.43	14.94	15.54	16.16	6	1	0
13.99	14.48	14.99	15.59	16.21	6	1	6
14.06	14.55	15.06	15.66	16.29	Maximum	2	0

## Material Handler I

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
17.22	17.82	18.44	19.18	19.95	6	-	-
17.27	17.87	18.50	19.24	20.01	6	0	6
17.32	17.93	18.56	19.30	20.07	6	1	0
17.36	17.97	18.60	19.34	20.11	6	1	6
17.41	18.02	18.65	19.40	20.18	6	2	0
17.45	18.06	18.69	19.44	20.22	6	2	6
17.49	18.10	18.73	19.48	20.26	Maximum	3	0

Helper, Electrical  
Helper, Mechanical

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
17.42	18.03	18.66	19.41	20.19	6	-	-
17.46	18.07	18.70	19.45	20.23	6	0	6
17.50	18.11	18.74	19.49	20.27	6	1	0
17.55	18.16	18.80	19.55	20.33	6	1	6
17.61	18.23	18.87	19.62	20.40	6	2	0
17.65	18.27	18.91	19.67	20.46	6	2	6
17.69	18.31	18.95	19.71	20.50	Maximum	3	0

**Auxiliary Operator**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
17.62	18.24	18.88	19.64	20.43	6	-	-
17.65	18.27	18.91	19.67	20.46	6	0	6
17.68	18.30	18.94	19.70	20.49	6	1	0
17.70	18.32	18.96	19.72	20.51	6	1	6
17.73	18.35	18.99	19.75	20.54	6	2	0
17.77	18.39	19.03	19.79	20.58	6	2	6
17.80	18.42	19.06	19.82	20.61	6	3	0
17.83	18.45	19.10	19.86	20.65	Maximum	3	6

**Material Handler**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.46	22.21	22.99	23.91	24.87	6	-	-
21.49	22.24	23.02	23.94	24.90	6	0	6
21.53	22.28	23.06	23.98	24.94	6	1	0
21.56	22.31	23.09	24.01	24.97	6	1	6
21.59	22.35	23.13	24.06	25.02	6	2	0
21.62	22.38	23.16	24.09	25.05	6	2	6
21.65	22.41	23.19	24.12	25.08	6	3	0
21.71	22.47	23.26	24.19	25.16	Maximum	3	6

**Chemistry Technician B**  
**Radiation Protection Technician B**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.75	22.51	23.30	24.23	25.20	3	-	-
21.79	22.55	23.34	24.27	25.24	3	0	3
21.83	22.59	23.38	24.32	25.29	3	0	6
21.97	22.74	23.54	24.48	25.46	6	0	9
22.00	22.77	23.57	24.51	25.49	6	1	3
22.04	22.81	23.61	24.55	25.53	Maximum	1	9

**Instrument Mechanic B**  
**Maintenance Electrician B**  
**Mechanic B**  
**Nuclear Fuel Handler B**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.77	22.53	23.32	24.25	25.22	6	-	-
21.82	22.58	23.37	24.30	25.27	6	0	6
21.86	22.63	23.42	24.36	25.33	6	1	0
21.89	22.66	23.45	24.39	25.37	6	1	6
21.92	22.69	23.48	24.42	25.40	6	2	0
21.95	22.72	23.52	24.46	25.44	6	2	6
21.98	22.75	23.55	24.49	25.47	6	3	0
22.04	22.81	23.61	24.55	25.53	Maximum	3	6

**Material Handler, Senior**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
22.95	23.75	24.58	25.56	26.58	6	-	-
22.98	23.78	24.61	25.59	26.61	6	0	6
23.00	23.81	24.64	25.63	26.66	6	1	0
23.03	23.84	24.67	25.66	26.69	6	1	6
23.06	23.87	24.71	25.70	26.73	6	2	0
23.09	23.90	24.74	25.73	26.76	6	2	6
23.12	23.93	24.77	25.76	26.79	6	3	0
23.19	24.00	24.84	25.83	26.86	Maximum	3	6

**Material Handler, Senior Material Control**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
26.20	27.12	28.07	29.19	30.36	6	-	-
26.24	27.16	28.11	29.23	30.40	6	0	6
26.27	27.19	28.14	29.27	30.44	6	1	0
26.30	27.22	28.17	29.30	30.47	6	1	6
26.33	27.25	28.20	29.33	30.50	6	2	0
26.36	27.28	28.23	29.36	30.53	6	2	6
26.40	27.32	28.28	29.41	30.59	6	3	0
26.43	27.36	28.32	29.45	30.63	Maximum	3	6

Instrument Mechanic A  
Maintenance Electrician A  
Mechanic A  
Nuclear Fuel Handler A

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
26.59	27.52	28.48	29.62	30.80	6	-	-
26.62	27.55	28.51	29.65	30.84	6	0	6
26.65	27.58	28.55	29.69	30.88	6	1	0
26.68	27.61	28.58	29.72	30.91	6	1	6
26.71	27.64	28.61	29.75	30.94	6	2	0
26.74	27.68	28.65	29.80	30.99	6	2	6
26.78	27.72	28.69	29.84	31.03	6	3	0
26.81	27.75	28.72	29.87	31.06	Maximum	3	6

Chemistry Technician  
Control Systems Technician  
Radiation Protection Technician  
Senior Electrical Mechanic, Nuclear  
Senior Maintenance Electrician  
Senior Mechanic  
Senior Mechanic, Nuclear

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.85	28.82	29.83	31.02	32.26	6	-	-
27.88	28.86	29.87	31.06	32.30	6	0	6
27.92	28.90	29.91	31.11	32.35	6	1	0
27.97	28.95	29.96	31.16	32.41	6	1	6
27.99	28.97	29.98	31.18	32.43	6	2	0
28.03	29.01	30.03	31.23	32.48	6	2	6
28.06	29.04	30.06	31.26	32.51	6	3	0
28.16	29.15	30.17	31.38	32.64	Maximum	3	6

# **Equipment Operator, Nuclear**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
28.05	29.03	30.05	31.25	32.50	6	-	-
28.08	29.06	30.08	31.28	32.53	6	0	6
28.11	29.09	30.11	31.31	32.56	6	1	0
28.15	29.14	30.16	31.37	32.62	6	1	6
28.18	29.17	30.19	31.40	32.66	6	2	0
28.21	29.20	30.22	31.43	32.69	6	2	6
28.26	29.25	30.27	31.48	32.74	6	3	0
28.29	29.28	30.30	31.51	32.77	Maximum	3	6

# **Nuclear Station Operator**

<i>Rate Steps</i>					<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
29.97	31.02	32.11	33.39	34.73	6	-	-
30.00	31.05	32.14	33.43	34.77	6	0	6
30.06	31.11	32.20	33.49	34.83	6	1	0
30.09	31.14	32.23	33.52	34.86	6	1	6
30.12	31.17	32.26	33.55	34.89	6	2	0
30.15	31.21	32.30	33.59	34.93	6	2	6
30.19	31.25	32.34	33.63	34.98	6	3	0
30.28	31.34	32.44	33.74	35.09	Maximum	3	6

**PHYSICAL**

**EXHIBIT A**

**Commonwealth Edison  
Distribution and Business  
Services Company**



**PHYSICAL EXHIBIT A**  
**Commonwealth Edison Distribution and Business Services Company**  
**Schedules of Basic Hourly Rates of Pay**  
**and**  
**Time and Rate Steps**

**Helper, Stockroom**  
**# Janitor**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
13.63	14.11	14.60	15.18	15.79	16.42	6	-	-
13.69	14.17	14.67	15.26	15.87	16.50	6	0	6
13.76	14.24	14.74	15.33	15.94	16.58	6	1	0
13.82	14.30	14.80	15.39	16.01	16.65	6	1	6
13.87	14.36	14.86	15.45	16.07	16.71	Maximum	2	0

# limited to present incumbents only

**Meter Reader\* Hired prior to 03/15/1999 (Negotiated Package)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
14.19	14.69	15.20	15.81	16.44	17.10	6	-	-
14.24	14.74	15.26	15.87	16.50	17.16	6	0	6
14.29	14.79	15.31	15.92	16.56	17.22	6	1	0
14.91	15.43	15.97	16.61	17.27	17.96	6	1	6
14.97	15.49	16.03	16.67	17.34	18.03	6	2	0
16.22	16.79	17.38	18.08	18.80	19.55	Maximum	5	6

\* Plus Bonus

**Meter Reader\* Hired on or after 03/15/1999 (Negotiated Package)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>
11.73	12.14	12.56	13.06	13.58	14.12	12	-
12.08	12.50	12.94	13.46	14.00	14.56	12	1
12.64	13.08	13.54	14.08	14.64	15.23	12	2
13.46	13.93	14.42	15.00	15.60	16.22	12	3
14.27	14.77	15.29	15.90	16.54	17.20	12	4
15.37	15.91	16.47	17.13	17.82	18.53	Maximum	5

\* Plus Bonus

**Garage Attendant  
Helper  
Helper, Construction  
Helper, Overhead  
Helper, Shop & Tool Services**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
13.84	14.32	14.82	15.41	16.03	16.67	6	-	-
13.89	14.38	14.88	15.48	16.10	16.74	6	0	6
13.94	14.43	14.94	15.54	16.16	16.81	6	1	0
13.99	14.48	14.99	15.59	16.21	16.86	6	1	6
14.06	14.55	15.06	15.66	16.29	16.94	Maximum	2	0

# **Material Handler I**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
17.22	17.82	18.44	19.18	19.95	20.75	6	-	-
17.27	17.87	18.50	19.24	20.01	20.81	6	0	6
17.32	17.93	18.56	19.30	20.07	20.87	6	1	0
17.36	17.97	18.60	19.34	20.11	20.91	6	1	6
17.41	18.02	18.65	19.40	20.18	20.99	6	2	0
17.45	18.06	18.69	19.44	20.22	21.03	6	2	6
17.49	18.10	18.73	19.48	20.26	21.07	Maximum	3	0

# **Delivery Messenger**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
17.33	17.94	18.57	19.31	20.08	20.88	6	-	-
17.36	17.97	18.60	19.34	20.11	20.91	6	0	6
17.40	18.01	18.64	19.39	20.17	20.98	6	1	0
17.43	18.04	18.67	19.42	20.20	21.01	6	1	6
17.46	18.07	18.70	19.45	20.23	21.04	6	2	0
17.49	18.10	18.73	19.48	20.26	21.07	6	2	6
17.53	18.14	18.77	19.52	20.30	21.11	6	3	0
17.56	18.17	18.81	19.56	20.34	21.15	Maximum	3	6

# Appliance Mechanic

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
17.36	17.97	18.60	19.34	20.11	20.91	6	-	-
17.40	18.01	18.64	19.39	20.17	20.98	6	0	6
17.43	18.04	18.67	19.42	20.20	21.01	6	1	0
17.46	18.07	18.70	19.45	20.23	21.04	6	1	6
17.49	18.10	18.73	19.48	20.26	21.07	6	2	0
17.53	18.14	18.77	19.52	20.30	21.11	6	2	6
17.56	18.17	18.81	19.56	20.34	21.15	6	3	0
17.61	18.23	18.87	19.62	20.40	21.22	Maximum	3	6

# Delivery Driver

## Material Delivery Driver

## Mechanic, 2nd Grade, Office Appliances

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
18.69	19.34	20.02	20.82	21.65	22.52	6	-	-
18.71	19.36	20.04	20.84	21.67	22.54	6	0	6
18.74	19.40	20.08	20.88	21.72	22.59	6	1	0
18.79	19.45	20.13	20.94	21.78	22.65	6	1	6
18.82	19.48	20.16	20.97	21.81	22.68	6	2	0
18.86	19.52	20.20	21.01	21.85	22.72	6	2	6
18.89	19.55	20.23	21.04	21.88	22.76	6	3	0
18.95	19.61	20.30	21.11	21.95	22.83	Maximum	3	6

**Building Maintainer (Substation Operating)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
18.77	19.43	20.11	20.91	21.75	22.62	6	-	-
18.81	19.47	20.15	20.96	21.80	22.67	6	0	6
18.84	19.50	20.18	20.99	21.83	22.70	6	1	0
18.88	19.54	20.22	21.03	21.87	22.74	6	1	6
18.91	19.57	20.25	21.06	21.90	22.78	6	2	0
18.94	19.60	20.29	21.10	21.94	22.82	6	2	6
18.96	19.62	20.31	21.12	21.96	22.84	6	3	0
19.03	19.70	20.39	21.21	22.06	22.94	Maximum	3	6

**Cable and Conduit Electrician (Electrical Construction)**

**Chauffeur (Transportation)**

**Construction Laborer**

**Meter Mechanic, Junior Grade**

**Supply and Equipment Handler, Sr. Gr., Overhead, Field (Electrical Construction)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
18.94	19.60	20.29	21.10	21.94	22.82	6	-	-
18.96	19.62	20.31	21.12	21.96	22.84	6	0	6
18.99	19.65	20.34	21.15	22.00	22.88	6	1	0
19.03	19.70	20.39	21.21	22.06	22.94	6	1	6
19.08	19.75	20.44	21.26	22.11	22.99	6	2	0
19.11	19.78	20.47	21.29	22.14	23.03	6	2	6
19.14	19.81	20.50	21.32	22.17	23.06	6	3	0
19.20	19.87	20.57	21.39	22.25	23.14	Maximum	3	6

# Shop Mechanic

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
18.99	19.65	20.34	21.15	22.00	22.88	6	-	-
19.03	19.70	20.39	21.21	22.06	22.94	6	0	6
19.06	19.73	20.42	21.24	22.09	22.97	6	1	0
19.10	19.77	20.46	21.28	22.13	23.02	6	1	6
19.13	19.80	20.49	21.31	22.16	23.05	6	2	0
19.16	19.83	20.52	21.34	22.19	23.08	6	2	6
19.19	19.86	20.56	21.38	22.24	23.13	6	3	0
19.26	19.93	20.63	21.46	22.32	23.21	Maximum	3	6

# Material Handler

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
21.46	22.21	22.99	23.91	24.87	25.86	6	-	-
21.49	22.24	23.02	23.94	24.90	25.90	6	0	6
21.53	22.28	23.06	23.98	24.94	25.94	6	1	0
21.56	22.31	23.09	24.01	24.97	25.97	6	1	6
21.59	22.35	23.13	24.06	25.02	26.02	6	2	0
21.62	22.38	23.16	24.09	25.05	26.05	6	2	6
21.65	22.41	23.19	24.12	25.08	26.08	6	3	0
21.71	22.47	23.26	24.19	25.16	26.17	Maximum	3	6

# **Mechanic (Electrical Construction)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.69	22.45	23.24	24.17	25.14	26.15	6	-	-
21.72	22.48	23.27	24.20	25.17	26.18	6	0	6
21.76	22.52	23.31	24.24	25.21	26.22	6	1	0
21.80	22.56	23.35	24.28	25.25	26.26	6	1	6
21.84	22.60	23.39	24.33	25.30	26.31	6	2	0
21.88	22.65	23.44	24.38	25.36	26.37	6	2	6
21.91	22.68	23.47	24.41	25.39	26.41	6	3	0
21.96	22.73	23.53	24.47	25.45	26.47	Maximum	3	6

# **Cable Splicer, Starting**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
21.75	22.51	23.30	24.23	25.20	26.21	3	-	-
21.79	22.55	23.34	24.27	25.24	26.25	3	0	3
21.83	22.59	23.38	24.32	25.29	26.30	3	0	6
21.97	22.74	23.54	24.48	25.46	26.48	6	0	9
22.00	22.77	23.57	24.51	25.49	26.51	6	1	3
22.04	22.81	23.61	24.55	25.53	26.55	Maximum	1	9

Assistant Operator (Substation Operating)  
 Electrical Mechanic B  
 #Facilities Inspector  
 Maintenance Operator, 2nd Grade (Substation Operating)  
 Material Handler, Grade A (Transportation)  
 Mechanic B  
 Mechanic B, Transportation Equipment  
 Meter Mechanic

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
21.77	22.53	23.32	24.25	25.22	26.23	6	-	-
21.82	22.58	23.37	24.30	25.27	26.28	6	0	6
21.86	22.63	23.42	24.36	25.33	26.34	6	1	0
21.89	22.66	23.45	24.39	25.37	26.38	6	1	6
21.92	22.69	23.48	24.42	25.40	26.42	6	2	0
21.95	22.72	23.52	24.46	25.44	26.46	6	2	6
21.98	22.75	23.55	24.49	25.47	26.49	6	3	0
22.04	22.81	23.61	24.55	25.53	26.55	Maximum	3	6

# limited to present incumbents only

#### Overhead Patroller

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
21.97	22.74	23.54	24.48	25.46	26.48	6	-	-
22.00	22.77	23.57	24.51	25.49	26.51	6	0	6
22.04	22.81	23.61	24.55	25.53	26.55	6	1	0
22.08	22.85	23.65	24.60	25.58	26.60	6	1	6
22.11	22.88	23.68	24.63	25.62	26.64	6	2	0
22.13	22.90	23.70	24.65	25.64	26.67	6	2	6
22.17	22.95	23.75	24.70	25.69	26.72	6	3	0
22.24	23.02	23.83	24.78	25.77	26.80	Maximum	3	6



# Automobile Dispatcher (Transportation)

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.00	22.77	23.57	24.51	25.49	26.51	6	-	-
22.04	22.81	23.61	24.55	25.53	26.55	6	0	6
22.08	22.85	23.65	24.60	25.58	26.60	6	1	0
22.11	22.88	23.68	24.63	25.62	26.64	6	1	6
22.15	22.93	23.73	24.68	25.67	26.70	6	2	0
22.18	22.96	23.76	24.71	25.70	26.73	6	2	6
22.20	22.98	23.78	24.73	25.72	26.75	6	3	0
22.27	23.05	23.86	24.81	25.80	26.83	Maximum	3	6

# Mechanic, Office Appliances

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.86	23.66	24.49	25.47	26.49	27.55	6	-	-
22.90	23.70	24.53	25.51	26.53	27.59	6	0	6
22.94	23.74	24.57	25.55	26.57	27.63	6	1	0
22.97	23.77	24.60	25.58	26.60	27.66	6	1	6
23.00	23.81	24.64	25.63	26.66	27.73	6	2	0
23.03	23.84	24.67	25.66	26.69	27.76	6	2	6
23.06	23.87	24.71	25.70	26.73	27.80	6	3	0
23.12	23.93	24.77	25.76	26.79	27.86	Maximum	3	6

### Overhead Electrician Starting

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.84	23.64	24.47	25.45	26.47	27.53	3	-	-
22.88	23.68	24.51	25.49	26.51	27.57	3	0	3
22.94	23.74	24.57	25.55	26.57	27.63	3	0	6
23.07#	23.88#	24.72#	25.71#	26.74#	27.81#	6	0	9
23.10	23.91	24.75	25.74	26.77	27.84	6	1	3
23.13	23.94	24.78	25.77	26.80	27.87	Maximum	1	9

#This step by payroll advice only.

### Material Handler, Senior

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
22.95	23.75	24.58	25.56	26.58	27.64	6	-	-
22.98	23.78	24.61	25.59	26.61	27.67	6	0	6
23.00	23.81	24.64	25.63	26.66	27.73	6	1	0
23.03	23.84	24.67	25.66	26.69	27.76	6	1	6
23.06	23.87	24.71	25.70	26.73	27.80	6	2	0
23.09	23.90	24.74	25.73	26.76	27.83	6	2	6
23.12	23.93	24.77	25.76	26.79	27.86	6	3	0
23.19	24.00	24.84	25.83	26.86	27.93	Maximum	3	6

# Energy Technician

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
23.03	23.84	24.67	25.66	26.69	27.76	6	-	-
23.06	23.87	24.71	25.70	26.73	27.80	6	0	6
23.09	23.90	24.74	25.73	26.76	27.83	6	1	0
23.12	23.93	24.77	25.76	26.79	27.86	6	1	6
23.15	23.96	24.80	25.79	26.82	27.89	6	2	0
23.19	24.00	24.84	25.83	26.86	27.93	6	2	6
23.22	24.03	24.87	25.86	26.89	27.97	6	3	0
23.30	24.12	24.96	25.96	27.00	28.08	Maximum	3	6

# Locksmith (Substation Operating)

## Senior Appliance Mechanic

## Underground System Recorder (Electrical Construction)

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
23.14	23.95	24.79	25.78	26.81	27.88	6	-	-
23.18	23.99	24.83	25.82	26.85	27.92	6	0	6
23.20	24.01	24.85	25.84	26.87	27.94	6	1	0
23.25	24.06	24.90	25.90	26.94	28.02	6	1	6
23.29	24.11	24.95	25.95	26.99	28.07	6	2	0
23.32	24.14	24.98	25.98	27.02	28.10	6	2	6
23.36	24.18	25.03	26.03	27.07	28.15	6	3	0
23.42	24.24	25.09	26.09	27.13	28.22	Maximum	3	6

**#Building Operator**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
25.88	26.79	27.73	28.84	29.99	31.19	6	-	-
25.91	26.82	27.76	28.87	30.02	31.22	6	0	6
25.93	26.84	27.78	28.89	30.05	31.25	6	1	0
25.96	26.87	27.81	28.92	30.08	31.28	6	1	6
25.99	26.90	27.84	28.96	30.11	31.31	6	2	0
26.02	26.93	27.87	28.98	30.14	31.35	6	2	6
26.05	26.96	27.90	29.02	30.18	31.39	6	3	0
26.08	26.99	27.93	29.05	30.21	31.42	Maximum	3	6

# limited to present incumbents only

**Material Handler, Senior, Yard Operations**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
25.96	26.87	27.81	28.92	30.08	31.28	6	-	-
25.99	26.90	27.84	28.95	30.11	31.31	6	0	6
26.01	26.92	27.86	28.97	30.13	31.34	6	1	0
26.04	26.95	27.89	29.01	30.17	31.38	6	1	6
26.07	26.98	27.92	29.04	30.20	31.41	6	2	0
26.10	27.01	27.96	29.08	30.24	31.45	6	2	6
26.14	27.05	28.00	29.12	30.28	31.49	6	3	0
26.19	27.11	28.06	29.18	30.35	31.56	Maximum	3	6

# **Senior Shop Mechanic**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
26.14	27.05	28.00	29.12	30.28	31.49	6	-	-
26.19	27.11	28.06	29.18	30.35	31.56	6	0	6
26.22	27.14	28.09	29.21	30.38	31.60	6	1	0
26.25	27.17	28.12	29.24	30.41	31.63	6	1	6
26.28	27.20	28.15	29.28	30.45	31.67	6	2	0
26.31	27.23	28.18	29.31	30.48	31.70	6	2	6
26.34	27.26	28.21	29.34	30.51	31.73	6	3	0
26.37	27.29	28.25	29.38	30.56	31.78	Maximum	3	6

# **Material Handler, Senior Material Control**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
26.20	27.12	28.07	29.19	30.36	31.57	6	-	-
26.24	27.16	28.11	29.23	30.40	31.62	6	0	6
26.27	27.19	28.14	29.27	30.44	31.66	6	1	0
26.30	27.22	28.17	29.30	30.47	31.69	6	1	6
26.33	27.25	28.20	29.33	30.50	31.72	6	2	0
26.36	27.28	28.23	29.36	30.53	31.75	6	2	6
26.40	27.32	28.28	29.41	30.59	31.81	6	3	0
26.43	27.36	28.32	29.45	30.63	31.86	Maximum	3	6

**Mechanic**  
**Mechanic, Transportation Equipment**  
**Meter Mechanic, Special**

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
26.25	27.17	28.12	29.24	30.41	31.63	6	-	-
26.28	27.20	28.15	29.28	30.45	31.67	6	0	6
26.30	27.22	28.17	29.30	30.47	31.69	6	1	0
26.33	27.25	28.20	29.33	30.50	31.72	6	1	6
26.36	27.28	28.23	29.36	30.53	31.75	6	2	0
26.40	27.32	28.28	29.41	30.59	31.81	6	2	6
26.43	27.36	28.32	29.45	30.63	31.86	6	3	0
26.46	27.39	28.35	29.48	30.66	31.89	Maximum	3	6

Cable Splicer	Mechanic, System Auto Shop
Electrical Mechanic	Mobile Equipment Mechanic
Machine Operator	Principal Facilities Inspector
Maintenance Inspector	Senior Energy Technician
Mechanic Electronic	#Service Mechanic
Mechanic (Shops and Tool Service)	Substation Operator
Mechanic, Electrical	Underground Protection Electrician

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
26.59	27.52	28.48	29.62	30.80	32.03	6	-	-
26.62	27.55	28.51	29.65	30.84	32.07	6	0	6
26.65	27.58	28.55	29.69	30.88	32.12	6	1	0
26.68	27.61	28.58	29.72	30.91	32.15	6	1	6
26.71	27.64	28.61	29.75	30.94	32.18	6	2	0
26.74	27.68	28.65	29.80	30.99	32.23	6	2	6
26.78	27.72	28.69	29.84	31.03	32.27	6	3	0
26.81	27.75	28.72	29.87	31.06	32.30	Maximum	3	6

#limited to present incumbents only

## Principal Mechanic, Office Appliances

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.40	28.36	29.35	30.52	31.74	33.01	6	-	-
27.43	28.39	29.38	30.56	31.78	33.05	6	0	6
27.46	28.42	29.41	30.59	31.81	33.08	6	1	0
27.49	28.45	29.45	30.63	31.86	33.13	6	1	6
27.51	28.47	29.47	30.65	31.88	33.16	6	2	0
27.55	28.51	29.51	30.69	31.92	33.20	6	2	6
27.58	28.55	29.55	30.73	31.96	33.24	6	3	0
27.69	28.66	29.66	30.85	32.08	33.36	Maximum	3	6

## Overhead Electrician

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.69	28.66	29.66	30.85	32.08	33.36	6	-	-
27.72	28.69	29.69	30.88	32.12	33.40	6	0	6
27.75	28.72	29.73	30.92	32.16	33.45	6	1	0
27.78	28.75	29.76	30.95	32.19	33.48	6	1	6
27.81	28.78	29.79	30.98	32.22	33.51	6	2	0
27.84	28.81	29.82	31.01	32.25	33.54	6	2	6
27.87	28.85	29.86	31.05	32.29	33.58	6	3	0
27.91	28.89	29.90	31.10	32.34	33.63	Maximum	3	6

**#Senior Tree Trimmer**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.70	28.67	29.67	30.86	32.09	33.37	6	-	-
27.73	28.70	29.70	30.89	32.13	33.42	6	0	6
27.76	28.73	29.74	30.93	32.17	33.46	6	1	0
27.79	28.76	29.77	30.96	32.20	33.49	6	1	6
27.82	28.79	29.80	30.99	32.23	33.52	6	2	0
27.85	28.82	29.83	31.02	32.26	33.55	6	2	6
27.88	28.86	29.87	31.06	32.30	33.59	6	3	0
27.97	28.95	29.96	31.16	32.41	33.71	Maximum	3	6

# limited to present incumbents only

**Senior Maintenance Inspector**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
27.79	28.76	29.77	30.96	32.20	33.49	6	-	-
27.82	28.79	29.80	30.99	32.23	33.52	6	0	6
27.85	28.82	29.83	31.02	32.26	33.55	6	1	0
27.88	28.86	29.87	31.06	32.30	33.59	6	1	6
27.91	28.89	29.90	31.10	32.34	33.63	6	2	0
27.96	28.94	29.95	31.15	32.40	33.70	6	2	6
27.99	28.97	29.98	31.18	32.43	33.73	6	3	0
28.10	29.08	30.10	31.30	32.55	33.85	Maximum	3	6



## #Trouble Electrician Cable

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.91	28.89	29.90	31.10	32.34	33.63	6	-	-
27.96	28.94	29.95	31.15	32.40	33.70	6	0	6
27.99	28.97	29.98	31.18	32.43	33.73	6	1	0
28.03	29.01	30.03	31.23	32.48	33.78	6	1	6
28.06	29.04	30.06	31.26	32.51	33.81	6	2	0
28.10	29.08	30.10	31.30	32.55	33.85	6	2	6
28.12	29.10	30.12	31.32	32.57	33.87	6	3	0
28.21	29.20	30.22	31.43	32.69	34.00	Maximum	3	6

# limited to present incumbents only

## Area Operator (Outside Chicago)

Cable Splicer, Special  
Mechanic, Meter Equipment  
Primary Meter Servicer

Rate Steps						Time Step	Cumulative	
04/01/01	03/25/02	03/24/03	04/01/04	04/01/05	04/01/06	Months	Years	Months
27.98	28.96	29.97	31.17	32.42	33.72	6	-	-
28.02	29.00	30.02	31.22	32.47	33.77	6	0	6
28.05	29.03	30.05	31.25	32.50	33.80	6	1	0
28.08	29.06	30.08	31.28	32.53	33.83	6	1	6
28.12	29.10	30.12	31.32	32.57	33.87	6	2	0
28.15	29.14	30.16	31.37	32.62	33.92	6	2	6
28.18	29.17	30.19	31.40	32.66	33.97	6	3	0
28.28	29.27	30.29	31.50	32.76	34.07	Maximum	3	6

**Planner, Shops**  
**Principal Mechanic, Electrical**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
28.09	29.07	30.09	31.29	32.54	33.84	6	-	-
28.12	29.10	30.12	31.32	32.57	33.87	6	0	6
28.14	29.12	30.14	31.35	32.60	33.90	6	1	0
28.17	29.16	30.18	31.39	32.65	33.96	6	1	6
28.20	29.19	30.21	31.42	32.68	33.99	6	2	0
28.23	29.22	30.24	31.45	32.71	34.02	6	2	6
28.28	29.27	30.29	31.50	32.76	34.07	Maximum	3	0

**Circuit Electrician (Electrical Construction)**  
**Crew Leader, Cable**  
**Crew Leader, Construction**  
**Crew Leader, Field Service**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
28.19	29.18	30.20	31.41	32.67	33.98	6	-	-
28.22	29.21	30.23	31.44	32.70	34.01	6	0	6
28.26	29.25	30.27	31.48	32.74	34.05	6	1	0
28.29	29.28	30.30	31.51	32.77	34.08	6	1	6
28.32	29.31	30.34	31.55	32.81	34.12	6	2	0
28.35	29.34	30.37	31.58	32.84	34.15	6	2	6
28.39	29.38	30.41	31.63	32.90	34.22	Maximum	3	0

**Area Operator (Inside Chicago)**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
28.41	29.40	30.43	31.65	32.92	34.24	6	-	-
28.44	29.44	30.47	31.69	32.96	34.28	6	0	6
28.48	29.48	30.51	31.73	33.00	34.32	6	1	0
28.51	29.51	30.54	31.76	33.03	34.35	6	1	6
28.55	29.55	30.58	31.80	33.07	34.39	6	2	0
28.58	29.58	30.62	31.84	33.11	34.43	6	2	6
28.62	29.62	30.66	31.89	33.17	34.50	6	3	0
28.71	29.71	30.75	31.98	33.26	34.59	Maximum	3	6

**Inspector, Overhead (Electrical Construction)**  
**Overhead Electrician Special**  
**Overhead Troubleshooter**  
**Service Electrician**

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
29.07	30.09	31.14	32.39	33.69	35.04	6	-	-
29.11	31.13	31.18	32.43	33.73	35.08	6	0	6
29.15	31.17	31.23	32.48	33.78	35.13	6	1	0
29.18	30.20	31.26	32.51	33.81	35.16	6	1	6
29.22	30.24	31.30	32.55	33.85	35.20	6	2	0
29.25	30.27	31.33	32.58	33.88	35.24	6	2	6
29.28	30.30	31.36	32.61	33.91	35.27	6	3	0
29.37	30.40	31.46	32.72	34.03	35.39	Maximum	3	6

## Crew Leader, Line

<i>Rate Steps</i>						<i>Time Step</i>	<i>Cumulative</i>	
<i>04/01/01</i>	<i>03/25/02</i>	<i>03/24/03</i>	<i>04/01/04</i>	<i>04/01/05</i>	<i>04/01/06</i>	<i>Months</i>	<i>Years</i>	<i>Months</i>
29.29	30.32	31.38	32.64	33.95	35.31	6	-	-
29.33	30.36	31.42	32.68	33.99	35.35	6	0	6
29.35	30.38	31.44	32.70	34.01	35.37	6	1	0
29.38	30.41	31.47	32.73	34.04	35.40	6	1	6
29.41	30.44	31.51	32.77	34.08	35.44	6	2	0
29.45	30.48	31.55	32.81	34.12	35.48	6	2	6
29.49	30.52	31.59	32.85	34.16	35.53	Maximum	3	0

# CLERICAL EXHIBIT B

**CLERICAL EXHIBIT B**  
**This List Represents Normal Promotional Paths**

**Combined Seniority Listing**  
**Clerical**

**General Notes:**

1. Promotions and demotions will be made within the terms and provisions of the Seniority Agreement dated February 19, 1996 and the revision to the Part-time Agreements dated April 18, 2001 on the basis of consideration of ability and promotional service date, which date has been agreed upon between the Company and the Local Union. The judging of ability will include consideration of such factors as appropriate experience, skill, and effectiveness on the job.
2. Clerical job openings will be handled in accordance with the "Ground Rules for Clerical Promotions" dated April 28, 1997.
3. In making promotions to "bid" jobs, consideration will first be given to all employees in the next lower "bid" group. If no qualified employee is available from this group, then the job will be posted for a period of five working days within the area affected. Any employee in a lower "bid" or "listed" group may make written application to the Human Resources Department setting forth their qualifications.
4. In making promotions within a Bid Group, Listed Group, or Pool Group, first consideration will be given to those employees in the next lower job classification as outlined in Exhibit B.

## BID GROUP A - Job Classifications

### Normally Promotes To

A1	Console Operator	
A2	Financial Business Analysis Clerk***	
A3	Financial Statements Clerk***	A2,1
A4	Commercial Clerk I	A3,2,1
A5	Documents Control Clerk++	A3,2,1
A6	General Service Representative++	A3,2,1
A7	Operating Clerk I	A3,2,1
A8	Financial Business Clerk I***	A3,2,1
A9	Liability Rep.***	A3,2,1
A10	Photographer - Field**	A3,2,1

\*\* *Right of Selection*

++ *Selection on a basis of ability only. Before the promotional appointment is made, the Company will discuss the matter with the Union. Such selection shall not be subject to the provisions of Article VIII if the qualifications of the job specification are met.*

\*\*\* *Right of selection will be limited to the top five (5) employees by promotional service date who expressed interest in this job.*

## BID GROUP B

### Job Classifications

### Normally Promotes To

B1 Billing Clerk  
B2 #Commercial Accounts Clerk  
B3 Commercial Credit Clerk  
B4 Asst. Analyst Real Estate Records  
B5 Photographer - Office\*\*  
B6 Tax Records Analysis Clerk

Bid Group A  
Bid Group A  
Bid Group A  
Bid Group A  
Bid Group A  
Bid Group A

B7 Senior Energy Technician  
B8 Analyst Plant Accounting  
B9 Customer Office Representative

B6,5,4,3,1, Bid Group A  
B6,5,4,3,1, Bid Group A  
B6,5,4,3,1, Bid Group A

B10 Commercial Clerk II  
B11 Customer Credit Representative  
B12 Operating Clerk II  
B13 Service Representative  
B14 Surveillance Clerk  
B15 Financial Business Clerk II

B9,8,7,6,5,4,3,1, Bid Group A  
B9,8,7,6,5,4,3,1, Bid Group A  
B9,8,7,6,5,4,3,1, Bid Group A  
B9,8,7,6,5,4,3,1, Bid Group A  
B9,8,7,6,5,4,3,1, Bid Group A  
B9,8,7,6,5,4,3,1, Bid Group A

*\*\*Right of Selection*

*# Limited to present incumbents only*



## BID GROUP C

<u>Job Classifications</u>	<u>Normally Promotes To</u>
C1    #Credit Representative	Bid Group B
C2    #Bill Adjustment Clerk	Bid Group B
C3    Central File Clerk	Bid Group B
C4    Customer Service Clerk	Bid Group B
C5    Customer Interview Representative	C4,3, Bid Group B
C6    New Construction Representative	C4,3, Bid Group B
C7    Customer Service Representative	C6,5,4,3, Bid Group B
C8    Construction Order Clerk	C6,5,4,3, Bid Group B
C9    Energy Technician	C8,7,6,5,4,3, Bid Group B
C10   Commercial Clerk III	C8,7,6,5,4,3, Bid Group B
C11   Operating Clerk III	C8,7,6,5,4,3, Bid Group B
C12   Procedures Clerk	C8,7,6,5,4,3, Bid Group B
C13   Financial Clerk III	C8,7,6,5,4,3, Bid Group B
C14   Financial Business Clerk III	C8,7,6,5,4,3, Bid Group B
C15   General Business Clerk III	C8,7,6,5,4,3, Bid Group B
C16   #Clerk AA (Stenographic-Secretarial)	C8,7,6,5,4,3, Bid Group B

# Limited to present incumbents only.

## LISTED JOB CLASSIFICATIONS

### Job Classifications

### Normally Promotes To

L1 #Field Accounts Rep.  
L2 Plant Analyst, Jr. Grade

Bid Group C  
Bid Group C

L3 General Clerk I  
L4 #Clerk Grade A - Steno

L2, Bid Group C  
L2, Bid Group C

# Limited to present incumbents only.

## LISTED GROUP 2

### Job Classifications

### Normally Promotes To

P1 Operator, Sr. Grade, Duplicating Machines  
P2 Office Service Specialist

Listed Job  
Listed Job

**General Notes:**

5. Certain jobs, which require little or no previous experience in the Company or Department, are "pool" jobs. The following are "pool" jobs. In making promotions, employees in Listed Group 2 and Pool job classifications shall be considered one group.
6. Consideration will be given to filling these jobs from within the company, before hiring a new employee.

**POOL JOB CLASSIFICATIONS**

**Job Classifications**

P3 Office Service Representative  
P4 Entry Clerk

**Normally Promotes To**

P2,1, Listed Job  
P3,2,1

**General Notes:**

7. If no qualified employee is available for the vacancy either from the next lower job classification or as a result of the bidding procedure, then the Company may select any employee or hire someone to fill such job.
8. Employees in a lower numerical "bid" or "listed" group than the employee selected, and employees who do not make application within the period of posting shall have no grievance.
9. An employee passed up will, upon inquiry, be informed by the Company of the reason why they were not promoted, and may enter a grievance.
10. For additional details on part-time positions, refer to the Clerical Bracketing package dated April 28, 1997, the Customer Service Package dated April 7, 1997, Part-time Agreements dated March 18, 1993, February 19, 1996 and the revision of the Part-time Seniority Agreement dated April 18, 2001.

# **EXELON GENERATION COMPANY (NUCLEAR )**

## **EXHIBIT B**

**EXHIBIT B**

Lines of Promotion and Demotion

**GENERAL NOTES**

LaSalle, Zion, Byron,

Quad Cities, Braidwood, Dresden

1. Where provision is made for filling a job from more than one job classification, computation of seniority shall include the total time spent in each of these job classifications.

*Lines of Promotion and Demotion*

Normally

Comes from	Promotes or Transfers to	Demotes or Transfers to
------------	-----------------------------	----------------------------

**Promotional Series A\***

1. Senior Electrical Mechanic, Nuclear.....	A-3	--	A-3
2. Senior Maintenance Electrician (AP).....	A-3	--	A-3
3. Maintenance Electrician A.....	A-4	A-1;A-2	A-4
4. Maintenance Electrician B (AO).....	A-5	A-3	A-5
5. Helper, Electrical (AG,AH).....	AA	A-4	AB

**Promotional Series B\*\***

1. Senior Mechanic, Nuclear (AK).....	B-3	--	B-3
2. Senior Mechanic (AK, AP).....	B-3	--	B-3
3. Mechanic A (AK).....	B-4	B-1;B-2	B-4
4. Mechanic B (AO).....	B-5	B-3	B-5
5. Helper, Mechanical (AI).....	AA	B-4	AB

Exhibit B (Continued)  
Lines of Promotion and Demotion

	Normally		
	Comes from	Promotes or Transfers to	Demotes or Transfers to
<b>Promotional Series C***</b>			
1. Nuclear Station Operator (AN) .....	C-2	--	AM
2. Equipment Operator (AN).....	C-3	C-1	AM
3. Auxiliary Operator (AL) .....	AA	C-2	AM
<b>Promotional Series D</b>			
1. Control Systems Technician.....	D-2	--	D-2
2. Instrument Mechanic A.....	D-3	D-1	D-3
3. Instrument Mechanic B .....	AA	D-2	AB
<b>Promotional Series E</b>			
1. Nuclear Fuel Handler A .....	E-2	--	E-2
2. Nuclear Fuel Handler B.....	AA	E-1	AB
<b>Promotional Series F****</b>			
1. Radiation Protection Technician .....	F-2	--	AC
2. Radiation Protection Technician B (AD) .....	AA	F-1	AC
<b>Promotional Series G*****</b>			
1. Chemistry Technician .....	G-2	--	AC
2. Chemistry Technician B (AD) .....	AA	G-1	AC

Exhibit B (Continued)  
Lines of Promotion and Demotion

		Normally		
		Comes from	Promotes or Transfers to	Demotes or Transfers to
<b>Promotional Series H*****</b>				
1. Material Handler, Senior, Material Control (AQ) .....	H-2	--		H-2
2. Material Handler, Senior .....	H-3	H-1		H-3
3. Material Handler .....	H-4	H-2		H-4
4. Material Handler I .....	AA	H-3		Layoff
<b>Individual Job Classifications Not a Part of Any Promotional Series</b>				
Janitor.....	AA	--		Layoff
Station Laborer.....	AA	AE		Layoff

AA Entrance Job Classification

AB Demotes or transfers in accordance with the provisions of Article III, of the Collective Bargaining Agreement.

AC Demotes or transfers in accordance with the provision of Memorandum of Agreement (formerly Promotional Series "M" and "N") dated February 10, 1988.

AD Radiation Protection Technician B or Chemistry Technician B, at the end of nine (9) months actual experience in this classification and upon successful completion of the required training and examination will receive a special time-step increase. At the end of fifteen (15) additional months of actual experience in this classification and upon successful completion of the required training and examination will be immediately promoted to the Technician classification.



- AE In filling entrance jobs in Promotional Series A,B,C, and E, first consideration will be given to qualified employees in order of their seniority, who have requested transfer or promotion to such specific entrance job classifications. Subject to the Company's undertaking to give such first consideration in good faith, this provision shall not in any way impair the Company's right to continue the practice of filling entrance jobs from other sources.
- AG Immediate promotion to Maintenance Electrician B for qualified Helpers, Electrical at Dresden Station who have completed two years actual experience in their classification. (Immediate promotion for qualified Helpers, Electrical who have six months actual experience in their classification and have successfully completed the required training and examination.)
- AH Immediate promotion to Maintenance Electrician B for qualified Helpers. \*Dresden employees in Promotional Series B.
- AI Immediate promotion to Mechanic B for qualified Helpers, Mechanical who have completed two years actual experience in this classification. (Immediate promotion for qualified Helpers, Mechanical who have six months actual experience in their classification and have successfully completed the required training and examination.)
- AJ *Immediate promotion to Mechanic B for qualified Helpers. \*\*Dresden employees in Promotional Series B.*
- AK An employee in this job classification who qualified and maintains the welder performance qualifications in the basic welding procedure at his station and who is actual an successfully striving to become qualified in the other procedures, all of which are written in accordance with the American Society of Mechanical Engineers Boiler and Pressure Vessel Codes, and without restrictions (such as climbing and performing welding from boiler scaffolds in furnaces or other high places, or welding in confined spaces) will be granted fifty cents (50¢) per hour in addition to the base rates of pay as shown in Exhibit A of this Collective Bargaining Agreement. Periodic testing and acceptance of the welds as provided in the ASME Code will be required in order to maintain eligibility under this provision. When an employee is certified as a welder, the employee will be required to maintain that certification for a minimum of three (3) years. Management will have the responsibility to determine and train the proper number of Mechanics needed to meet generating station code welding and work requirements and to make shift assignments based upon these work requirements.
- AL Qualified employees in the Auxiliary Operator classification who have successfully completed the required training and examinations shall immediately be promoted to the title of Equipment Operator, Nuclear, not to exceed thirteen months.
- AM Demotes or transfers in accordance with the provisions of the Memorandum of Agreement dated September 21, 1999.
- AN Upon receipt and continued maintenance of an N. R. C. Nuclear reactor operator's license covering station "sister" units, employees in this job classification will be granted an amount per hour equal to 16% of the maximum hourly base rate of pay of the Nuclear Station Operator (rounded to the nearest cent) in addition to the base rates of pay as shown in Exhibit A of this Collective Bargaining Agreement.
- AO Immediate promotion for qualified Mechanics B and Maintenance Electrician B (Dresden Station) who have three and one half (3 1/2) years actual experience in their classification and have successfully completed the required training and examination.
- AP Dresden Station employees in Promotional Series C and E have the job titles of Senior Mechanic and Senior Maintenance Electrician were established as a result of the Mobile Maintenance Services Group Agreement. Live out status of these classifications are explained in the Mobile Maintenance Services Group Agreement dated February 24, 1978.

AQ     The job title Stockman, Senior, Material Control was established in accordance with the reorganization of the Stores Department dated December 19, 1988.

- \*       Formerly Promotional Series C in the Mobile Maintenance Services Group Agreement dated February 24, 1978.
- \*\*      Formerly Promotional Series E in the Mobile Maintenance Services Group Agreement dated February 24, 1978.
- \*\*\*    Formerly Promotional Series G in the Memorandum of Agreement dated July 15, 1985.
- \*\*\*\*   Formerly Promotional Series M in the Memorandum of Agreement dated April 7, 1988.
- \*\*\*\*\* Formerly Promotional Series N in the Memorandum of Agreement dated April 7, 1988.
- \*\*\*\*\* Formerly Promotional Series O in the Memorandum of Agreement dated April 7, 1988.

# **COMMERCIAL PHYSICAL EXHIBIT B**

Exhibit B

**COMMERCIAL PHYSICAL**  
**EXHIBIT B**  
*Lines of Promotion and Demotion*  
**GENERAL NOTES**

1. Application of Promotional Series: All promotional series shall be applied throughout the Commercial Business Unit or by other means as mutually agreed between Local Union 15 and the Company in the area affected.

Lines of Promotion and Demotion

Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
------------	-----------------------------	--

**SUBSTATION OPERATING DEPARTMENT**

**Promotional Series A (Inside)**

1. Area Operator (AF).....	A-2	A-2
2. Substation Operator (Mobile Assignment).....	A-3	A-3
3. Assistant Operator.....	AE	Layoff
4. Maintenance Operator, 2nd Grade .....	AA	Layoff

**Promotional Series A1 (Outside)**

1. Area Operator.....	A1-2	A1-2
2. Substation Operator.....	AB	AE

# Lines of Promotion and Demotion

Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
------------	-----------------------------	--

## Individual Job Classifications

### Not a Part of Any Promotional Series

Building Maintainer .....	AA	--	Layoff
Janitor.....	AA	--	Layoff
Locksmith.....	AA	--	Layoff

## SUBSTATION CONSTRUCTION DEPARTMENT (OUTSIDE)

### Promotional Series B (Outside)

1. Crew Leader, Construction.....	B-2	--	B-2
2. Electrical Mechanic (AH) .....	B-3	B-1	B-3
3. Electrical Mechanic B (AI) .....	B-4	B-2	B-4
4. Helper (AG) .....	AA	B-3	Layoff

## SUBSTATION CONSTRUCTION DEPARTMENT (INSIDE)

### Promotional Series B1 (Inside)

1. Crew Leader, Construction.....	B1-2	--	B1-2
2. Electrical Mechanic (AK) .....	B1-3	B1-1	B1-3
3. Electrical Mechanic B .....	B1-4	B1-2	B1-4
4. Helper (AJ).....	AA	B1-3	Layoff

## Lines of Promotion and Demotion

	Normally		
	Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
<b>SHOPS AND TOOL SERVICE DEPARTMENT</b> (Technical Center, Maywood)			
<b>Promotions Series C</b>			
1. Planner, Shops.....	C-2;C-3;C-4	C-2(AL)	C-2(AL);C-3;C-4
2. Principal Mechanic, Electrical .....	C-1(AL);C-3;C-4	C-1	C-1;C-3;C-4
3. Mechanic, Electrical.....	AC	C-1;C-2	C-5
4. Mechanic (AH).....	C-5	C-1	C-5
5. Mechanic B .....	C-6	C-4	C-6
6. Helper (AJ).....	AA	C-5	Layoff
<b>METER DEPARTMENT</b> (System Meter Shop, Oak Brook)			
<b>Promotional Series D</b>			
1. Mechanic, Meter Equipment .....	D-2	--	D-2
2. Mechanic, Electronic.....	D-3(AM)	D-1	D-3
3. Meter Mechanic, Special.....	D-4	D-2	D-4
4. Meter Mechanic .....	D-5	D-3	D-5
5. Meter Mechanic, Junior Grade.....	AA	D-4	Layoff
<b>OVERHEAD DEPARTMENT</b> <b>Promotional Series E (Outside)</b>			
1. Crew Leader, Line (AP).....	E-2;E-3;E-4	--	E-2;E-3;E-4
2. Overhead Electrician, Special (AN,AP).....	E-4	E-1	E-4
3. Overhead Troubleshooter (AN,AP) .....	E-4	E-1	E-4
4. Overhead Electrician (AP) .....	E-5	E-1;E-2;E-3	AD
5. Overhead Electrician, Starting (AO,AP).....	AB		AD

## Lines of Promotion and Demotion

		Normally		
		Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
<b>Promotional Series E (Inside)</b>				
1.	Circuit Electrician (AP) .....	E-4;E-5	--	E-4;E-6
2.	Crew Leader, Line (AP).....	E-3;E-4;E-5E-6	--	E-3;E-4;E-5;E-6
3.	Inspector, Overhead .....	E-4;E-5;E-6	E-2	E-4;E-5;E-6
4.	Overhead Electrician, Special (AN,AP).....	E-5	E-1;E-2;E-3	E-5;E-6
5.	Overhead Electrician (AP) .....	E-6	E-1;E-2;E-3; E-4	AD
6.	Overhead Electrician, Starting (AO, AP).....	E-7	E-5	E-7
7.	Helper, Overhead .....	AA	E-6	Layoff
<b>Individual Job Classifications</b>				
<b>Not a Part of Any Promotional Series</b>				
	Construction Laborer .....	AA	--	AD
	Service Electrician (AQ,AP) .....	--	--	AD
	Senior Tree Trimmer (AC).....	AC	--	AD
<b>Promotional Series F</b>				
1.	Senior Shop Mechanic (Tool Room) .....	F-2	--	F-2
2.	Shop Mechanic.....	--	F-1	AD

## Lines of Promotion and Demotion

	Normally		
	Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
<b>Individual Job Classifications</b>			
<b>Not a Part of Any Promotional Series</b>			
Maintenance Inspector .....	--	--	AD
Machine Operator.....	--	--	AD
Overhead Patroller .....	--	--	AD
Senior Maintenance Inspector .....	--	--	AD
Service Mechanic .....	AC	--	AD
<b>Individual Job Classifications</b>			
<b>Not a Part of Any Promotional Series</b>			
1. Machine Operator (Inside and Outside) .....	AA	--	--
2. Supply and Equipment Handler, Senior Grade, Overhead Field .....	AC	--	Layoff



## Lines of Promotion and Demotion

Normally

## UNDERGROUND DEPARTMENT

## Promotional Series I (Inside)

- |   | Comes from | Promotes or Transfers to | On a Department Wide Basis Demotes To |
|---|------------|--------------------------|---------------------------------------|
| 1. Crew Leader, Cable.....I-2           | --         |                          | I-2                                   |
| 2. Cable Splicer.....I-3                | I-1        |                          | I-3                                   |
| 3. Cable Splicer, Starting (AS).....I-4 | I-2        |                          | I-4                                   |
| 4. Helper, Construction.....AA          | I-3        |                          | AD                                    |

## Promotional Series I (Outside)

- |  |         |  |         |
|--|---------|--|---------|
| 1. Crew Leader, Cable.....I-2;I-3      | --      |  | I-2;I-3 |
| 2. Cable Splicer, Special.....I-3      | I-1     |  | I-3     |
| 3. Cable Splicer.....I-4               | I-1;I-2 |  | AD      |
| 4. Cable Splicer, Starting (AS).....-- | I-3     |  | AD      |

## Promotional Series J (Inside)

- |   |     |  |     |
|---|-----|--|-----|
| 1. Underground System Recorder (AT).....J-2 | J-1 |  | J-2 |
| 2. Map Recorder (AT,AC).....A-5             | J-2 |  | --- |

## Promotional Series L (Inside)

- |  |     |  |              |
|--|-----|--|--------------|
| 1. Inspector, Repaving (AT,AC).....L-2                 | --- |  |              |
| 2. Underground Protection Electrician.....I-7 (Inside) | L-1 |  | I-7 (inside) |

## Promotional Series M (Inside)

- |  |     |  |    |
|--|-----|--|----|
| 1. Principal Facilities Inspector (AT,AC).....M2 | --- |  | M2 |
| 2. Facilities Inspector (AT,AC).....             | M2  |  | AD |

## Individual Job Classifications

## Not a Part of Any Promotional Series (Outside)

- |   |    |  |    |
|---|----|--|----|
| Construction Laborer.....AA               | -- |  | AD |
| Trouble Electrician, Cable (AT,AC).....   | -- |  | AD |
| Underground Protection Electrician.....-- | -- |  | AD |

# Lines of Promotion and Demotion

Normally

## DIVISION METER DEPARTMENT

### Promotional Series N

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
1. Primary Meter Servicer.....N-2	--	N-2
2. Senior Energy Technician.....N-3	N-1	N-2
3. Energy Technician.....N-4	N-2	N-3 or 4
4. Meter Reader.....AA	N-3	Layoff

### Promotional Series P

1. Senior Appliance Mechanic.....P-2	--	P-2
2. Appliance Mechanic.....P-3	P-1	P-3

## BUILDING SERVICE DEPARTMENT

### Individual Job Classifications

Not a Part of Any Promotional Series

Building Operator (AC,AW).....--	--	--
Janitor (AC,AW).....--	--	--

## TRANSPORTATION DEPARTMENT

### Promotional Series R

1. Mobile Equipment Mechanic.....R-2	AX	R-2
2. Mechanic, Transportation Equipment.....R-3	R-1	R-3
3. Mechanic B, Transportation Equipment.....AA	R-2	--

# Lines of Promotion and Demotion

Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
------------	-----------------------------	--

## Individual Job Classifications

### Not a Part of Any Promotional Series

Garage Attendant .....	AA	--	Layoff
Mechanic, System Auto Shop .....	--	--	AD
Material Handler .....	AB	--	AD

## TRANSPORTATION DEPARTMENT

### Promotional Series S (Inside)

1. Mobile Equipment Mechanic .....	S-2	AX	S-2
2. Mechanic, Transportation Equipment .....	S-3	S-1;AX	S-3
3. Mechanic B, Transportation Equipment .....	AA	S-2	AD

### Promotional Series T (Inside)

1. Automobile Dispatcher (Passenger Cars) .....	T-2	--	T-2
2. Chauffeur (Passenger Cars) .....	AA	T-1	AD

## Individual Job Classifications

### Not a Part of Any Promotional Series

1. Garage Attendant .....	AA	--	Layoff
2. Material Handler, Grade A (assigned to stockroom) .....	AC	--	AD

# Lines of Promotion and Demotion

Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
------------	-----------------------------	--

## SERVICE DEPARTMENT

### Individual Job Classifications

#### Not a Part of Any Promotional Series

Delivery Messenger .....	AB	--	AD
--------------------------	----	----	----

#### Promotional Series U (Field Service)

1. Crew Leader, Field Service.....	U-2;U-3	--	U-2;U-3
2. Machine Operator .....	U-3	U-1	U-3
3. Mechanic .....	U-4	U-1;U-2	U-4
4. Mechanic B .....	U-5	U-3	U-5
5. Delivery Driver .....	AA	U-4	AD

## PURCHASING DEPARTMENT

### Promotional Series V

1. Material Handler, Senior, Material Control .....	V-2;V-3	--	V-2;V-3
2. Material Handler, Senior, Yard Operations.....	V-3	V-1	V-3
3. Material Handler, Senior .....	V-4	V-2	V-4
4. Material Handler .....	V-5;V-6	V-3	V-5;V-6
5. Material Delivery Driver.....	V-6	V-4	V-6
6. Material Handler I .....	V-7	V-5;V-6	V-7
7. Helper, Stockroom .....	AA	AY	Layoff

# Lines of Promotion and Demotion

Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
------------	-----------------------------	--

## Promotional Series X

1. Principal Mechanic, Office Appliances .....	X-2;X-3	--	X-2;X-3
2. Mechanic, Electronic .....	AA, AZ	X-1	X-3
3. Mechanic, Office Appliances .....	X-4	X-1	X-4
4. Mechanic, 2nd Grade, Office Appliances .....	AA	X-3	Layoff

- AA Entrance job classification.
- AB First consideration will be given to those employees possessing the ability and qualifications needed to meet the requirements of this job position.
- AC Limited to present incumbents only.
- AD Demotes or transfers in accordance with provision of Article III.
- AE Entrance job classification with first consideration given to qualified employees classified as Maintenance Operator, 2nd Grade. Successful employees in this group will be given a Seniority date one day prior to the completion of the school that they attend.
- AF Eligibility for promotion to Area Operator is limited to Substation Operators who have had extensive experience in the mobile operation.
- AG Immediate promotion to Electrical Mechanic B for qualified Helpers who have completed six months actual experience in this classification who have successfully completed the required training and examination, including mask and psychological certifications where applicable.
- AH An employee in this job classification who qualifies and maintains the welder performance qualifications for the required welding procedures written in accordance with the American Petroleum Institute and other such recognized codes and without restrictions (such as height, confined spaces, or mask certified) will be granted fifty cents (50¢) per hour in addition to the base rates of pay as shown in Exhibit A of the Collective Bargaining Agreement when he performs API code welding. This additive will be applied in accordance with the upgrading provision of the Collective Bargaining Agreement. Periodic testing and acceptance of welds as provided in the API Code will be required in order to maintain eligibility under this provision. In any year, if an individual exceeds 300 hours of such certified welding, he will receive the additive for that calendar year. (OUTSIDE)
- AI Immediate promotion to Electrical Mechanic for qualified Electrical Mechanics B who have completed four years actual experience in this promotional series and who have successfully completed the required training and examination, including mask and psychological certifications where applicable.
- AJ Immediate promotion to Electrical Mechanic B for qualified Helpers who have completed two years actual experience in this classification.
- AK An employee in this job classification who qualifies and maintains the welder performance qualifications for the required welding procedures written in accordance with the American Petroleum Institute and other such recognized codes without restrictions (such as height, confined spaces, or mask certified) will be granted fifty cents (50¢) per hour in addition to the base rates of pay as shown in Exhibit A of the Collective Bargaining Agreement when he performs API code welding. This additive will be applied in accordance with the upgrading provision of the Collective Bargaining Agreement. Periodic testing and acceptance of welds as provided in the API Code will be required in order to maintain eligibility under this provision. (INSIDE)
- AL Provided the incumbent has had extensive electrical experience.
- AM When promoting to this job, first consideration will be given to Meter Mechanics, Special, having extensive knowledge or experience in electronics.
- AN When promoting to this job, first consideration will be given to Overhead Electrician having extensive operating experience.
- AO Overhead Electrician, Starting, upon successful completion of the primary examination at the end of nine months actual experience in the classification will receive a special time-step increase and upon successful completion of the Overhead Electrician examination at the end of fifteen months actual experience on primary work will be immediately promoted the Over head Electrician.
- AP For application of the Overhead Electrician additive, refer to the Rubber Glove Work Agreement dated October 28, 1992.
- AQ When filling this position, first consideration will be given to Overhead department personnel based on ability and seniority.

- AS Cable Splicer, Starting, upon successful completion of an examination at the end of nine months actual experience in the classification will receive a special time-step increase, and upon successful completion of the Cable Splicer examination at the end of two years actual experience in the classification will be immediately promoted to the Cable Splicer classification.
- AT In accordance with the Chicago Region Underground Department Reorganization dated March 15, 1996.
- AW In accordance with Attachment IV of the Memorandum of Agreement dated February 19, 1996.
- AX In accordance with the Seniority Agreement dated February 19, 1996.
- AY Immediate promotion to Material Handler I for qualified Helpers, Stockroom who have completed two years actual experience in this classification.
- AZ When promoting to this job, first consideration will be given to Mechanics, office appliances having extensive knowledge or experience in electronics.

Supplement to  
Collective Bargaining  
Agreement



## *Memorandums and Letters*

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3. Medical Department visits dated 4-9-59 .....	126
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5. Contracting of Work, Work Assignments and the "Other Work" clause letter dated 5-8-69.....	128
6. Letter on Safety and Health Rule Changes dated 4-7-71 .....	129
7. Letter on replacement of Personal Tools dated 4-7-71.....	130
8. Letter regarding the Supplemental Agreements covering the Service Annuity System, the Commonwealth Edison Employee Medical Expense Plan, Life Insurance, and the Dental Expense Plan dated 4-14-82.....	131
9. Letter regarding reaffirmation of the Nondiscrimination Policy followed by both the Company and the Union dated 3-15-85.....	132
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14. Part-time agreements dated 3-18-93, 2-19-96, and revision dated 4-18-01 .....	138
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17. Letter regarding Seniority dated 8-25-97 .....	199
18. Nuclear Generation Group Operating Agreement dated 9-21-99 .....	200
19. Letter For Cause Drug and Alcohol Testing dated 4-18-01 .....	225

SCHEDULED WORK WEEK

Taken from Memorandum of Agreement reached in Collective Bargaining March, 1952. "Additional capacity to be installed by 1-31-53 will permit the elimination of regular maintenance work by non-shift employees in the generating stations on Saturdays. The foregoing involves a recognition, however, that the operating force will do such incidental minor maintenance as operations, from time to time require, without calling out a maintenance man. No change in the provisions of the Agreement is necessary."

April 6, 1959  
Revised March 1, 1960  
Revised April 1, 1971  
Revised October 5, 1995  
Revised February 19, 1996  
Revised August 25, 1997  
Revised March 16, 1998  
Revised April 18, 2001

### **TRAVEL AND MOVING EXPENSE GROUND RULES**

The following guidelines relative to travel and moving expenses are established effective the first day of the beginning of the pay period following ratification of the agreement dated April 18, 2001 and supersede the guidelines dated March 16, 1998.

**A. Use of Employee Owned Auto:**

An employee required by the Company to use his/her own automobile on Company work and time will be reimbursed for his/her expense on the basis of the Company's current mileage reimbursement rate.

**B. Permanent Change in Work Location:**

**1. Relocation**

Whenever an employee is, at the direction of the Company, transferred without promotion to another work location, the Company will reimburse the employee for moving expenses resulting from such transfer provided the transfer is expected to last one (1) year or more and the additional distance exceeds sixty-five (65) one-way miles.

The reimbursement shall cover one instance of moving the employee's place of residence provided it is accomplished within nine (9) months of transfer of his/her work location. The reimbursement of travel expense, as defined in Section 2, will be limited to a period of eighteen (18) months or until the employee shall have moved his or her residence. In the event an employee is relocated, reimbursement of travel expense will cease.

## 2. Travel Expense

The amount of the reimbursed travel expense shall be the difference in fares between the employee's home and the two work locations, where public transportation is reasonably available. In the absence of reasonably available public transportation, an employee using an automobile to and from work shall be compensated in accordance with the following reimbursement schedule, based upon the difference in mileage between the employee's home and the two reporting locations limited to a period of eighteen (18) months.

Differential Round Trip Miles	Commuting Allowance
1 - 14	\$7.50
15 - 29	\$10.00
30 - 49	\$10.00
50 - 59	\$15.00
60 - 69	\$15.00
70 - 79	\$20.00
80 - 89	\$20.00
90 - 99	\$25.00
100 - 109	\$25.00
110 - 119	\$30.00
120 - 129	\$30.00
130 and above	See Per Diem

Where the mode of transportation between home and the new reporting location is different from that used in reaching the prior reporting locations, the costs on the two methods will be separately computed and the additional transportation expense will be reimbursed.

An employee who moved his/her place of residence as a consequence of a required transfer of work location, in accordance with Section 1 above, shall be reimbursed for reasonable trucking expense (bidding process to be utilized) incurred in so moving their residence.

### C. Temporary Changes in Work Location:

An employee whose work location is temporarily changed for a period of less than one (1) year will be eligible for travel reimbursement in accordance with the preceding reimbursement schedule, based upon the increased difference in mileage between their home and the two work locations as defined in Section B2. In addition, employees receiving per diem will be eligible to receive reimbursement for the increased differential mileage expense for one (1) round trip based upon the Company's current mileage rate up to a maximum amount equal to the current per diem rate (\$85.00). Since this is intended to compensate qualified employees who choose to lodge near their temporary work site, employees will be eligible to receive up to one round trip increased mileage reimbursement per calendar week for the duration of each reassignment, provided the employee furnishes to the Company the proper proof of lodging receipts.

Effective the first day of the pay period immediately following ratification of the agreement dated April 18, 2001, the travel and reporting allowance provisions of previously negotiated agreements will be handled in accordance with the revised travel and moving expense ground rules contained herein.

D. Promotions, Voluntary Transfers and Demotions

An employee will not be eligible for reimbursement of travel or moving expenses incurred as the result of the following:

- Acceptance of promotion
- Request for voluntary transfer
- Request for voluntary demotion

Employees whose work locations change at the Company's request due to an announced closing of a facility or planned staff reallocation will be eligible for reimbursement of travel or moving expenses upon acceptance of a promotion, voluntary transfer or voluntary demotion.

**MEDICAL DEPARTMENT VISITS  
TAKEN FROM MEMORANDUM OF AGREEMENT REACHED  
IN COLLECTIVE BARGAINING APRIL, 1959**

The ground rules covered in this subsection will be applicable to visits to the Company's Medical Offices or the Company doctors in cases of (i) Industrial disability involving subsequent medical treatment, (ii) examination required by the Company in order to establish fitness for return to work following a serious non-industrial disability, or (iii) periodic physical examinations scheduled by the Company.

With respect to daytime employees, the existing practices will be continued. Other employees required to visit the Medical Offices or the Company doctors will, if necessary, be rescheduled so that the visit can be made on Company time. The rescheduling will be determined by the circumstances, but an effort will be made to keep the rescheduled hours as close as possible to the regularly scheduled hours. In no event shall the employee be paid overtime pay for time spent in obtaining medical treatment, or any penalty provided in the Agreements for changes in work schedules.

GROUND RULES  
DEFERRED VACATION PLAN

The Memorandum of Agreement reached in Collective Bargaining (March, 1966) provides in principle for the establishment of a deferred vacation plan.

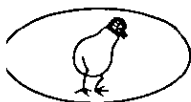
The Company's purpose in agreeing to establish the plan is to make it possible for an employee to have an extended vacation in order to fulfill a desire to accomplish some special purpose.

In accordance with this provision, the following rules are established.

A regular employee, during the calendar year in which he completes twenty (20) or more years of continuous service, shall be entitled to defer full weeks of extra vacation in a given year to the next calendar year, subject to the following limitations:

Up to ten per cent (10%) of the eligible employees, subject to a minimum of one, in any vacation group, will be permitted to defer vacation in any one year. Such deferred vacation must be taken in conjunction with the employee's total full weeks of regular and extra vacation for the calendar year to which it was deferred. Extended vacations resulting from the combining of regular, extra, and deferred vacation will not be granted to an employee for the purpose of engaging in work for himself or others for immediate monetary gain.

It is recognized that it will be difficult to schedule the extended vacations during the summer months of June, July, and August. Such extended vacations may be scheduled during this period only where the vacation selection of other employees and operating conditions permit. At least six months' notice shall be given the Company of an extended vacation which shall be scheduled by mutual agreement between the employee and the Company. When scheduled, the extended vacation may not be changed. If the employee is prevented by illness from taking his extended vacation when scheduled, it shall be re-scheduled to another period within the calendar year. Should such an illness extend to the end of the year, the employee will be permitted to carry over the deferred portion of his vacation to the following year.



# Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA ★ CHICAGO, ILLINOIS

Address Reply to:

POST OFFICE BOX 767 ★ CHICAGO, ILLINOIS 60606

May 8, 1969

Mr. Frank L. Suggs, Jr., Chairman  
System Council U-25, I.B.E.W.  
222 West Adams Street, Room 457  
Chicago, Illinois 60606

Dear Mr. Suggs:

As a result of discussions in general negotiations, the Company agrees to review and discuss the following matters with the System Council U-25 at a mutually agreeable date after September 1, 1970: the contracting of work, work assignments under the "other work" clause of the Collective Bargaining Agreement, and the manner in which upgraded assignments are made.

Regarding the contracting of work, we re-affirm our long-standing position that we have retained our right to perform work which from time to time is accomplished by various contractors. The following is an excerpt from the terms and conditions of the Company purchase order form with which all contractors are required to comply:

"The awarding of work hereunder shall not be construed for any purpose whatsoever as an abandonment by the purchaser of its rights to have similar work done now or in the future by purchaser's own employees."

We have agreed to include similar words in the Collective Bargaining Agreement.

In restating our interpretation of the upgrading provision of the Collective Bargaining Agreement, we recognize our responsibility to as far as practicable upgrade the available qualified senior employee. We have followed this practice in the past and will continue to do so in the future.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations





# Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA ★ CHICAGO, ILLINOIS

Address Supply to:

POST OFFICE BOX 747 ★ CHICAGO, ILLINOIS 60699

April 7, 1971

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

In recognition of your request during general negotiations, the Company hereby confirms the procedures for initiating changes in safety and health rules.

As has been the practice in the past, whenever the Company contemplates a change in the safety and health rules the Company will advise the Local Unions involved and the System Council U-25 office of the proposed changes. If any questions are raised by the Local Unions they will be discussed between representatives of the Local Unions and the Company before they are placed in effect.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations



# Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA ★ CHICAGO, ILLINOIS

Address Reply To

POST OFFICE BOX 747 ★ CHICAGO, ILLINOIS 60699

April 7, 1971

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

As a result of discussions during our general negotiations and your request for clarification of procedures for the replacement of an employee's personal tools, the Company hereby confirms the following practices:

Where there is reasonable evidence produced by the employee that personal tools belonging to employees have been lost or damaged as a result of fire, breakage, or theft, these tools will be replaced by the Company, provided, that such tools were being properly used at the time of breakage or were stored in areas which have been locally recognized as normal, protected storage areas for this purpose.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations



**Commonwealth Edison**  
72 West Adams Street, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

Appendix VI

April 14, 1982

Mr. James T. Lockwood, Chairman  
System Council U-25, Edison System Locals  
International Brotherhood of Electrical Workers  
222 West Adams Street, Suite 296  
Chicago, Illinois 60606

Dear Mr. Lockwood:

The Life Insurance Plan, the Commonwealth Edison  
Employee Medical Expense Plan, the Dental Expense Plan and  
the Vision Care Plan are covered by Supplemental Agreements  
between the Company and the Union. These agreements will  
expire with the term of the current Collective Bargaining  
Agreement.

The Service Annuity System is also covered by a  
Supplemental Agreement and will expire in accordance with  
the terms of that agreement.

Very truly yours,

J. P. Sanders  
Manager of Industrial Relations

March 15, 1985

Mr. James T. Lockwood  
System Council U-25, Edison System Locals  
International Brotherhood of Electrical Workers  
222 West Adams Street, suite 296  
Chicago, Illinois 60606

Dear Mr. Lockwood:

The Company wishes to reaffirm its long standing policy with System Council U-25, to provide equal employment opportunities to all qualified persons regardless of their race, color, religion, sex, age, national origin, handicap, or military service during the Viet Nam era. This letter represents a written reaffirmation of the non-discrimination policy that has been followed for many years by both the Company and the Union.

Very truly yours,



J. P. Sanders

Manager of Industrial Relations

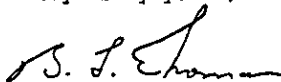
March 7, 1978

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

As discussed in meetings between the Company and the Union concerning improvements in the rest period provision of the Collective Bargaining Agreement, the Company and the Union each recognizes its responsibility to see that this provision is administered in a fair and equitable manner. The Company agreed to make improvements in the rest period provision on the basis that they will improve employee response to overtime call-backs. Each employee has a responsibility to respond to overtime call-backs. As discussed, it is understood that the System Council and individual Local Unions will encourage their members to respond.

Very truly yours,

A handwritten signature in dark ink, appearing to read "B. L. Thomas", with a stylized flourish at the end.

B. L. Thomas  
Vice President

Appendix VII

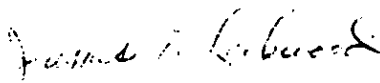
April 14, 1982

Mr. J. Patrick Sanders  
Manager of Industrial Relations  
Commonwealth Edison Company  
P. O. Box 767  
Chicago, Illinois 60690

Dear Mr. Sanders:

System Council U-25 recognizes that the Company, as a public utility, is required to furnish continuous service to its customers. System Council U-25 acknowledges the obligation of each employee to make every effort to respond promptly to emergency call-backs and re-affirms its commitment to improve call-back response.

Sincerely,

A handwritten signature in cursive script, appearing to read "James T. Lockwood".

James T. Lockwood  
Chairman



**Commonwealth Edison**  
One First National Plaza, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

### APPENDIX III


April 7, 1988

To All Management Employees:

A major issue with our unions has been and continues to be management performing bargaining unit work. During the 1988 general negotiations the System Council again pursued a penalty to be applied when they perceive our contract language is abused or ignored. They are becoming increasingly frustrated as some management employees feel they can perform bargaining unit work with impunity.

Management employees must understand that the Company's policy is to adhere to the provisions of the Collective Bargaining Agreement. Improving operations or managing efficiently does not mean ignoring or shortcutting contractual responsibilities.

We expect all management employees to be aware of the provision in our Collective Bargaining Agreement regarding management performing bargaining unit work and to reevaluate their duties in light of this provision. The performance of bargaining unit work by management in violation of our contract will not be tolerated. Appropriate action will be taken against management employees who repeatedly do so.

  
J. F. Sanders  
Vice President

JPS/mo

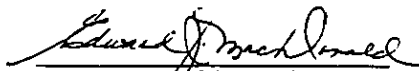
## COMMITMENT TO RESOLVING GRIEVANCES

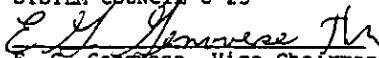
A major concern to both the company and the union discussed in General Negotiations is the manner in which grievances are being processed. In recognition that both the company and the union realize the importance of the issue, the following understandings are essential to the successful administration of the grievance procedure.

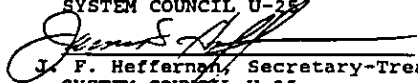
- The filing of a grievance is a significant event. Management and union representatives must meet on a regular basis to open lines of communication and accessibility. The purpose of these meetings is to sort out complaints from grievances and provide the opportunity to resolve complaints before they become grievances.
- Given the present high volume of grievances, every effort must be made to process grievances and schedule meetings in a timely fashion.
- The parties will conduct grievance meetings in a constructive and business-like manner.
- Participants in grievance meetings must have the authority to resolve grievances at the earliest possible stage of the grievance procedure.
- It takes the full cooperation of everyone involved to make the grievance procedure an effective method for resolving legitimate disputes.
- Grievance resolution must be recognized as a high priority in terms of time commitment.

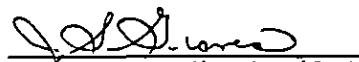


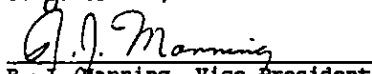
- Commitments that are made in the resolution of grievances must be fulfilled completely and promptly by all parties.
- The parties are committed to developing long term strategies to address employee relations concerns.

  
E. J. MacDonald, Chairman  
SYSTEM COUNCIL U-25

  
E. G. Genovese, Vice Chairman  
SYSTEM COUNCIL U-25

  
J. F. Heffernan, Secretary-Treas.  
SYSTEM COUNCIL U-25

  
J. A. Graves, Vice President

  
R. J. Manning, Vice President

  
C. Reed, Senior Vice President

  
W. C. Roberts, Director of Labor  
Relations

  
J. P. Sanders, Vice President

APRIL 4, 1991

March 18, 1993

Messrs: T. M. Cagney - President, Local Union 1539  
 D. A. Floreani - President, Local Union 1427  
 R. A. Joyce - President, Local Union 1540  
 M. M. Piagentini - President, Local Union 1530  
 R. V. Walte - President, Local Union 1557

Gentlemen:

The Company and the Union agree that this Agreement pertains to a specific set of working conditions for part-time employees in the job titles listed in this Agreement only and sets no precedent for any other department or function of the Company.

This Agreement shall not be used by either the Company or the Union in any hearing, arbitration or other proceeding not directly concerning these part-time employees or the terms of this Agreement. Applicable provisions of the Collective Bargaining Agreement shall apply to any condition of employment not covered by this Agreement.

Definition

The term "part-time regular employees" shall apply to those employees scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. A regular scheduled work day shall be for no more than ten (10) hours with a minimum of four (4) hours per day.

Departments and Job Classifications

The following departments and job classifications have been designated for the utilization of part-time positions:

<u>Department</u>	<u>Job Classifications</u>	
1. Call Center	Customer Service Representative	(All Locals)
2. Customer Service	Customer Office Clerk	(All Locals)
	Customer Interview Representative	(All Locals)
3. Power House	Word Processing Typist	(L.U. 1530)
	Clerk, Grade BB (Stenographic)	(L.U. 1530)
4. Treasury	General Clerk III	(L.U. 1427)
	Company Mail Clerk	(L.U. 1427)

It is understood that management and local union representatives agree to discuss and negotiate relevant issues regarding the further application of part-time, if required, within the next twelve months, with particular attention to the appropriate job classifications in the new Billing Organization, including bill adjustment and credit related activities.

**I. Call Centers (All Locals)**

- A. Part-time staffing of Customer Service Representatives will be limited to a maximum of eighteen percent (18%) by local union of the total number of Customer Service Representatives in the various call center work groups. The initial filling of these positions will be handled on a voluntary basis, by canvassing only incumbent Customer Service Representatives. Although the initial number of positions staffed will depend upon the availability of incumbent volunteers, management's decision to utilize part-time Customer Service Representatives up to the eighteen percent (18%) maximum in the future, will be based upon work load, facility requirements and operating conditions.
- B. Should any one Local Union achieve less than the eighteen percent (18%) of volunteers in the initial staffing, management may reallocate the distribution of part-time Customer Service Representatives to accommodate volunteers from other locals provided the maximum is not exceeded. Although, it is the company's intent to equally distribute the part-time positions as is practicable, it is management's responsibility to determine the appropriate utilization of part-time Customer Service Representatives based upon work load, facility requirements and operating conditions.

**II. Customer Service Bill Payment and Customer Interview Areas (All Locals)**

- A. Utilization of part-time staffing within the Customer Service Bill Payment and Customer Interview areas within the offices located within the Chicago Region will be limited to a maximum of eighteen percent (18%) of the total number of employees in the affected job classifications (Local 1427).
- B. Utilization of part-time staffing within the Customer Service Bill Payment and Customer Interview areas in the outside regions will be as follows:

1. One part-time position for each office with from one to three full-time positions.
  2. Two part-time positions for each office with four or more full-time positions.
  3. Parts 1 and 2 of this section shall apply to the Customer Office Clerk and the Customer Interview Representative job classifications respectively to determine the appropriate staffing of each respective job classification.
- C. Future part-time staffing will be based upon work load, facility requirements and operating conditions.

### III. Power House (Local 1530)

If part-time staffing is utilized at the Power House facility located near Zion Nuclear Generating Station, any part-time employees will initially be in addition to current staffing levels. Management's decision to utilize part-time staffing will be based upon work load and operating requirements.

### IV. Treasury (Local 1427)

Part-time staffing levels in the Treasury Department will be limited to a maximum of eighteen percent (18%) of the total of the General Clerk III and Company Mail Clerk job classifications. The utilization of part-time staffing will be discussed with local union representatives prior to implementation to determine the number of part-time employees utilized in each job classification.

### V. Staffing

- A. Except as previously described as the "initial staffing" procedure, the process to be used in filling part-time positions will be completed in the following manner:
1. Voluntary full-time to part-time transfers of present incumbents in the affected job classification within a region into an open and identified part-time position.

2. If additional positions are to be filled, next consideration will be given to present employees who promote in accordance with Exhibit B of the Collective Bargaining Agreement.
3. Remaining positions may be filled by considering transfer or demotion requests of qualified employees before hiring new part-time employees. In any case, employees would be paid in accordance with the wage rate schedule of the part-time job classification.

#### VI. Promotions and Transfers

- A. Seniority for part-time employees will be accrued by adding the total number of regularly scheduled hours and prorating this relative to a full-time forty (40) hour work week.
- B. New hires into part-time positions with less seniority than full-time employees in lower job classifications will not be eligible to transfer or promote to a full-time position or into a like job classification if an employee in a lower job classification is eligible for a promotion in accordance with Exhibit B of the Collective Bargaining Agreement.
- C. Incumbent full-time employees transferring into part-time positions will be considered for promotion based on their seniority with other employees in their job classification.
- D. Incumbent full-time employees demoting into part-time positions will be considered for promotion based on their seniority with other employees in their current part-time job classification.
- E. Incumbent full-time employees promoting to part-time positions will be considered for future promotions based on their seniority with other employees in their previous full-time job classification, and adjusted seniority in their part-time position.

VII. Overtime for Part-time Employees

- A. Overtime shall be paid at the rate of time and one-half for all hours worked above forty hours in a basic work week. Double time payments shall not apply to part-time employment.
- B. No overtime shall be paid for part-time employees for hours worked except:
  - 1. when the basic work day schedule is ten (10) hours and the employee works hours in extension to the basic work day.
  - 2. after the employee has worked at least two (2) hours past the scheduled basic work day providing the basic work day and the extended hours are greater than eight (8) hours total.
- C. Applicable overtime meal provisions of the Collective Bargaining Agreement shall not apply to part-time employees.
- D. Overtime, when required, is the responsibility of full-time employees. It is expected that extenuating circumstances related to a storm, E.R.P., or significant system conditions, will require full-time employees to work mandatory overtime; however:
  - 1. should conditions warrant, part-time employees may be required to work in extension to their basic work day. If the part-time employee's hours of work are to extend more than one hour past the end of the basic work day, a call-out of a full-time employee will be made in accordance with the Collective Bargaining Agreement. It is understood that part-time employees on the job will continue on the job until they can be replaced by a full-time employee. The overtime provisions relative to part-time employees as described in Section VII of this agreement would apply in these circumstances.
  - 2. should operating conditions and facility requirements permit, part-time employees may be called out or required to work either extended hours or overtime if all full-time employees have been called out and additional staffing is needed.
  - 3. if part-time employees are not replaced by full-time employees in situations which would result in overtime

for full-time employees in situations outlined above, all hours worked by part-time employees outside of the part-time employees' basic work day schedule will be considered for application of the bypassed overtime provision of the Collective Bargaining Agreement for affected full-time employees.

#### **VIII. Other Provisions**

- A. At the direction of management, part-time employees may be required to work a full-time basic work week schedule to attend training programs and fulfill on-the-job experience requirements necessary to qualify to perform their work. The training schedule and course requirements will determine when working a full-time schedule is required.
- B. With the consent of their immediate supervisor, part-time employees shall have the privilege of exchanging shifts within the same work week, by individual arrangement with other part-time employees provided the change can be accomplished without additional costs to the Company and without violation of any applicable laws or governmental regulations.

In no instances will part-time employees be allowed to exchange shifts with full-time employees or vice-versa.

- C. Regular weekly schedules for part-time employees will be posted. Part-time employees will not qualify for Sunday premium or shift premium as defined in the Collective Bargaining Agreement regardless of hours worked or daily work schedules. Further, applicable shift change penalty or rest period provisions will not be applied to part-time employees.
- D. Management reaffirms its intent to provide notice of at least forty-eight (48) hours prior to the change in the basic work days of a part-time employee's basic work week or a change in the daily working hours of the scheduled work day. Further, it is management's intent to provide upgrade to the appropriate full-time employee in instances which would result in a "force" situation to a part-time employee.
- E. It is expected that management will not provide upgraded work assignments to part-time employees.

#### **IX. Benefits**

- A. Part-time employees may elect to participate in the current Commonwealth Edison Employee Medical Expense Plan at the current regular employee premium for single or family

coverage; or, elect to participate in any or all of the following benefit plans: Dental Expense, Vision Care, Life Insurance, and Disability Benefit Plan (MBA), at the current regular employee premiums for single or family coverage where applicable.

- B. Part-time employees will not be eligible for vacation pay as described in the Collective Bargaining Agreements. However, in each calendar year, part-time employees who have completed their first year of service will be eligible to schedule up to forty-eight (48) hours of excused absence from work without pay. The excused absence will be scheduled in whole day increments of hours that correspond to the part-time employee's basic work day. Unscheduled hours beyond the whole basic work day may be scheduled as a partial work day provided scheduled excused absences do not exceed the total hours allowable.

Provided the conditions of work are such that the part-time employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the scheduled excused absence shall be selected, in each work group, in accordance with service. A full-time employee shall not be denied the opportunity to schedule regular or extra vacation as a result of this provision.

- C. Part-time employees will not be eligible for any excused paid absence and/or first week disability paid absence.
- D. Part-time employees will be eligible to participate in the Employee Savings and Investment Plan. However, there will be no employer matching contribution applicable for employees working on a part-time basis. However, as part of the initial staffing for filling part-time positions, present incumbent employees who are participants in the Company's Employee Savings and Investment Plan on the date of this Agreement shall be allowed to continue in the plan and to receive the employer matching contribution.
- E. The following days will be recognized as holidays for the part-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these specified holidays falls during a part-time employee's weekly work schedule, the employee may be given the day off and paid at their basic hourly rate of pay for their regularly scheduled hours, or scheduled to work at the time and one half rate.



We would expect that this proposal will bring our discussions and negotiations relative to these issues to a successful conclusion and that Local Union representatives will achieve ratification in accordance with the Agreement dated July 23, 1993. The provisions of this proposal will be implemented following written notification of ratification.

William H. Downey  
William H. Downey  
Vice-President

Virginia A. Brown  
Virginia A. Brown  
Director of Labor Relations

LABOR RELATIONS  
\\pckgs\3642M(1-7)

EXHIBIT A  
(LOCAL 1427)

Customer Service Representative - (Commercial Departments) (Part-time)

<u>Rate Steps</u>	<u>Time Step</u> <u>Months</u>	<u>Years</u>	<u>Cumulative</u> <u>Months</u>
17.92	3	-	-
18.38	6	0	3
18.84#	12	0	9
18.87	12	1	9
18.90	12	2	9
18.93	12	3	9
18.96	12	4	9
18.99	12	5	9
19.02	12	6	9
19.05	12	7	9
19.15	Maximum	8	9

# This rate step by Employee Profile only

EXHIBIT A  
(LOCALS 1530, 1539, 1540, 1557)  
(Part-time)

Customer Service Representative

<u>Rate Steps</u>	<u>Time Step</u> <u>Months</u>	<u>Years</u>	<u>Cumulative</u> <u>Months</u>
17.92	3	-	-
18.38	6	0	3
18.84#	12	0	9
18.87	12	1	9
18.90	12	2	9
18.93	12	3	9
18.96	12	4	9
18.99	12	5	9
19.02	12	6	9
19.05	12	7	9
19.15	Maximum	8	9

# This rate step by Employee Profile only

March 18, 1993

Customer Office Clerk - (Commercial Departments) (Part-time)

<u>Rate Steps</u>	<u>Time Step</u> Months	<u>Years</u>	<u>Cumulative</u> Months
13.97	12	-	-
14.00	12	1	0
14.03	12	2	0
14.06	12	3	0
14.08	12	4	0
14.11	12	5	0
14.14	12	6	0
14.17	12	7	0
14.20	Maximum	8	0

General Clerk III - (Treasury) (Part-time)

<u>Rate Steps</u>	<u>Time Step</u> Months	<u>Years</u>	<u>Cumulative</u> Months
12.26	12	-	-
12.30	12	1	0
12.34	12	2	0
12.38	12	3	0
12.42	12	4	0
12.46	12	5	0
12.50	Maximum	6	0

Company Mail Clerk - (Treasury) (Part-time)

<u>Rate Steps</u>	<u>Time Step</u> Months	<u>Years</u>	<u>Cumulative</u> Months
10.08	12	-	-
10.13	12	1	0
10.18	12	2	0
10.23	Maximum	3	0

March 18, 1993

EXHIBIT A  
(LOCAL 1427)  
(LOCALS 1530, 1539, 1540, 1557)  
(Part-time)

Customer Interview Representative

<u>Rate Steps</u>	<u>Time Step</u> <u>Months</u>	<u>Years</u>	<u>Cumulative</u> <u>Months</u>
18.84	3	-	-
19.09	6	0	3
19.34#	12	0	9
19.37	12	1	9
19.40	12	2	9
19.43	12	3	9
19.46	12	4	9
19.49	12	5	9
19.52	12	6	9
19.55	12	7	9
19.65	Maximum	8	9

# This rate step by Employee Profile only

March 18, 1993

**Supplemental Agreement for Clerical Part-Time Employees**

The terms of Attachment I, dated March 18, 1993 to the July 23, 1993 Letter of Agreement remain in effect except as amended or supplemented by the following provisions:

**I. Definition**

The capability of the Company to utilize "part-time regular" employees shall be expanded system-wide consistent with the provisions contained in this document to clerical job classifications at the General Clerk III level (maximum rate of pay currently \$13.03 per hour) or below, in addition to the clerical job classifications identified in the Part-Time Letter of Agreement dated March 18, 1993. Scheduled hours of a basic work week shall be no more than twenty-four (24) with a *minimum of twenty (20) hours per week, with no time limit on the duration of their employment.* A regular scheduled work day shall be no more than ten (10) hours per day with a minimum of four (4) hour per day.

**II. Staffing**

- A. Part-time staffing will be limited to a maximum of eighteen percent (18%) of a department except as noted in paragraph B .
- B. In departments with fewer than ten (10) employees, part-time staffing levels will be determined as follows:
  - 1. One (1) part-time positions for each office with from one (1) to three (3) full-time positions.
  - 2. Two (2) part-time positions for each office with four (4) or more full-time positions
  - 3. Parts 1 and 2 of this section shall apply to each job classification covered by this Supplemental Agreement respectively to determine the appropriate staffing of each respective job classification.

- C. The process to be used in filling part-time positions will be completed in the following manner:
1. Voluntary full-time to part-time transfers of present incumbents in the affected job classification into an open and identified part-time position.
  2. If additional positions are to be filled, next consideration will be given to present employees who promote in accordance with Exhibit B of the Collective Bargaining Agreement.
  3. Remaining positions may be filled by considering transfer or demotion requests of qualified employees before hiring new part-time employees. In any case, employees would be paid in accordance with the wage rate schedule of the part-time job classification.

### **III. Promotions and Transfers**

- A. Seniority for part-time employees will be accrued by adding the total number of regularly scheduled hours and prorating this relative to a full-time forty (40) hour work week in accordance with Exhibit 1.
- B. New hires into part-time positions with less seniority than full-time employees in lower job classifications will not be eligible to transfer or promote to a full-time position or into a like job classification if an employee in a lower job classification is eligible for a promotion in accordance with Exhibit B of the Collective Bargaining Agreement.
- C. Incumbent full-time employees transferring into part-time positions will be considered for promotion based on their seniority with other employees in their job classification.
- D. Incumbent full-time employees demoting into part-time positions will be considered for promotion based on their seniority with other employees in their current part-time job classification.
- E. Incumbent full-time employees promoting to part-time positions will be considered for future promotions based on their seniority with other employees in their previous full-time job classification, and adjusted seniority in their part-time position.

V. Overtime for Part-Time Employees

- A. Overtime shall be paid at the rate of time and one-half for all hours worked above forty hours in a basic work week. Double time payments shall not apply to part-time employment.
- B. No overtime shall be paid for part-time employees for hours worked except:
  - 1. When the basic work day schedule is ten (10) hours and the employee works hours in extension to the basic work day.
  - 2. After the employee has worked at least two (2) hours past the scheduled basic work day providing the basic work day and the extended hours are greater than eight (8) hours total.
- C. Applicable overtime meal provisions of the Collective Bargaining Agreement shall not apply to part-time employees.
- D. Overtime, when required, is the responsibility of full-time employees. It is expected that extenuating circumstances related to a storm, E.R.P., or significant system conditions, will require full-time employees to work mandatory overtime; however:
  - 1. Should conditions warrant, part-time employees may be required to work in extension to their basic work day. If the part-time employee's hours of work are to extend more than one hour past the end of the basic work day, a call-out of a full-time employee will be made in accordance with the Collective Bargaining Agreement. It is understood that part-time employees on the job will continue on the job until they can be replaced by a full-time employee. The overtime provisions relative to part-time employees as described in Section IV of this supplemental agreement apply in these circumstances.
  - 2. Should operating conditions and facility requirements permit, part-time employees may be called out or required to work either extended hours or overtime if all full-time employees have been called out and additional staffing is needed.

3. If part-time employees are not replaced by full-time employees in situation which would result in overtime for full-time employees in situation outlined above, all hours worked by part-time employees outside of the part-time employees' basic work day schedule will be considered for application of the bypassed overtime provisions of the Collective Bargaining Agreement for affected full-time employees.

**V. Other Provisions**

- A. At the direction of management, part-time employees may be required to work a full-time basic work week schedule to attend training programs and fulfill on-the-job experience requirements necessary to qualify to perform their work. The training schedule and course requirements will determine when working full-time schedule is required.
- B. With the consent of their immediate supervisor, part-time employees shall have the privilege of exchanging shifts within the same work week, by individual arrangement with other part-time employees provided the change can be accomplished without additional costs to the Company and without violation of any applicable laws or governmental regulations.

In no instances will part-time employees be allowed to exchange shifts with full-time employees or vice-versa.

- C. Regular weekly schedules for part-time employees will be posted. Part-time employees will not qualify for Sunday premium or shift premium as defined in the Collective Bargaining Agreement regardless of hours worked or daily work schedules. Further, applicable shift change penalty or rest period provisions will not be applied to part-time employees.
- D. Management shall provide notice of at least forty-eight (48) hours prior to the change in the basic work days of a part-time employee's basic work week or a change in the daily working hours of the scheduled work day. Further, it is management's intent to provide upgrade to the appropriate full-time employee in instances which would result in a "force" situation to a part-time employee.
- E. Management shall not provide upgraded work assignments to part-time employees.



## **VI. Benefits**

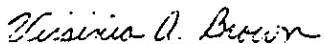
- A. Part-time employees may elect to participate in the current Commonwealth Edison Employee Medical Expense Plan at the current regular employee premium for single or family coverage; or, elect to participate in any or all of the following benefit plans: Dental Expense, Vision and Hearing Care, Life Insurance, and Disability Benefit Plan (MBA), at the current regular employee premiums for single or family coverage where applicable.
- B. Part-time employees will be eligible to participate in the Employee Savings and Investment Plan, E.S.I.P. Full-time employees who are participants in the E.S.I.P. Plan when they begin part-time status who elect not to participate in the Employee Medical Expense Plan shall be allowed to continue in the E.S.I.P. Plan and to receive the employee matching contributions based upon part-time regular earnings. Affected incumbent part-time employees currently in the E.S.I.P. Plan and making contributions, but not receiving the employer matching contribution, will begin receiving the employer matching contribution upon ratification of the Memorandum of Agreement dated February 19, 1996.
- C. Part-time employees will not be eligible for vacation pay as described in the Collective Bargaining Agreement. However, in each calendar year, part-time employees who have completed their first year of service will be eligible to schedule up to forty-eight (48) hours of excused absence from work without pay. The excused absence will be scheduled in whole day increments of hours that correspond to the part-time employee's basic work day. Unscheduled hours beyond the whole basic work day may be scheduled as a partial work day provided scheduled excused absences do not exceed the total hours allowable.

Provided the conditions of work are such that the part-time employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the scheduled excused absence shall be selected, in each work group, in accordance with service. A full-time employee shall not be denied the opportunity to schedule regular or extra vacation as a result of this provision.

- D. Part-time employees will not be eligible for any excused paid absence (except as defined in the Collective Bargaining Agreement) and/or first week disability paid absence.

- E. The following days will be recognized as holidays for the part-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these specified holidays falls during a part-time employee's weekly work schedule, the employee may be given the day off and paid at their basic hourly rate of pay for their regularly scheduled hours, or scheduled to work at the time and one half rate.

The application of the provisions contained in this supplemental agreement are applicable to part-time employees covered by this Memorandum of Agreement.



Virginia A. Brown

Employee Relations Manager

**Accrued Seniority for Part-Time Employees**

20 hours per week =  $1040 \div 2080 = .50$  Multiplier

22 hours per week =  $1144 \div 2080 = .55$  Multiplier

24 hours per week =  $1248 \div 2080 = .60$  Multiplier

26 hours per week =  $1352 \div 2080 = .65$  Multiplier

28 hours per week =  $1456 \div 2080 = .70$  Multiplier

30 hours per week =  $1560 \div 2080 = .75$  Multiplier

32 hours per week =  $1664 \div 2080 = .80$  Multiplier

(Calculate using calendar days x multiplier)

February 19, 1996

### Accrued Seniority for Part-Time Employees

The Part-Time Agreement, dated March 18, 1993, shall be revised to reflect the following understanding reached between the Company and Union on April 18, 2001 during general negotiations. This provision shall become effective the first pay period immediately following ratification of this Agreement dated April 18, 2001.

#### VI. Promotions and Transfers

- A. *Seniority for part-time employees will be accrued like all other regular full-time employees in accordance with Article III, Section 3 of the Collective Bargaining Agreement. Seniority in a clerical job classification shall be based upon promotional service date. Promotional service date shall be in accordance with the Company's records and shall include only service spent in clerical job classifications and not Company service spent prior to a break in service which has not been joined or time spent in a production or maintenance job classification.*
- B. *New hires into part-time positions shall be treated like all other employees for promotion, which shall be in accordance with Exhibit B of the Collective Bargaining Agreement.*

### **Demotions for Part-Time Customer Service Representatives**

The Company recognizes the concerns raised by the union regarding the ability of part-time Customer Service Representatives to move to full-time positions. After further review, the Company is proposing the following to address the employee's concerns:

The Clerical Bracketing Agreement dated April 28, 1997 permitted clerical employees in the job classifications, Commercial Account Clerk, Bill Adjustment Clerk, Commercial Credit Clerk, Customer Credit Representative, and Customer Service Representative (Full Time and Part-Time), to voluntarily demote after completing four (4) years of service in each of the above job classifications.

Based on the abolishment of the tiles; Commercial Accounts Clerk, Bill Adjustment Clerk, Customer Credit Representative, and the establishment of the Billing Clerk classification, the Company will afford the opportunity for those who hold the classification of Billing Clerk to demote under the same provisions and conditions as defined in the Clerical Bracketing Agreement dated April 28, 1997.

In addition, the Company will also afford part-time Customer Service Representatives the opportunity to demote from part-time to an entry-level clerical position after achieving two (2) years of service in the part-time Customer Service Representative classification.

The following revised list of eligible employees and required length of service shall apply:

<u><b>Job Classification</b></u>	<u><b>Time</b></u>
* Commercial Account Clerk	4 Years
Billing Clerk	4 Years
*Commercial Credit Clerk	4 Years
Customer Service Rep (Full Time)	4 Years
Customer Service Rep (Part Time)	2 Years

\*Live out basis only

Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60604-0767

**ComEd**

February 19, 1996

Mr. William H. Starr  
President and Business Manager  
Local Union 15, I.B.E.W.  
1333 Butterfield Road  
Downers Grove, IL 60515

Dear Mr. Starr:

The Company acknowledges the receipt of and, as a result of general contract bargaining, will include as a part of the Company Letter of Agreement related to Seniority dated February 19, 1996, the letter from R. A. Joyce dated August 14, 1995 which states:

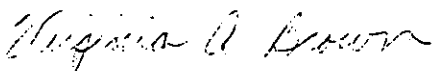
*"Please be advised that it is the intent of Local 15, I.B.E.W. to have the rights and privileges granted in the Seniority Proposal, dated August 14, 1995 (revised February 19, 1996), extended to include any Local 15 Officer or Representative who is on a leave of absence at the time those rights could be exercised."*

As discussed, this inclusion is predicated upon the Company adding to this provision the following:

*Since the timing of a return of an Officer or Business Representatives of Local Union 15 to ComEd is undetermined, management will not be required to maintain excess at any location as a result of this prior declaration and subsequent exercising of these protective rights. The Company will discuss with union leadership an appropriate process for resolving this staffing issue if necessary at that time.*

The Company's acceptance of the above is contingent upon successful ratification of the Letter of Agreement related to Seniority to which it is attached. Unless and until the provisions of that letter are accepted, the treatment of Local Union 15 Officers and Business Representatives relative to seniority will remain unchanged.

Sincerely,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

As a result of the union reorganization, the Company and representatives of Local Union 15, including members of the Executive Board, have had on-going discussions involving seniority related issues. Consistent with previous understandings that requests for seniority revisions which would impact the terms of the Collective Bargaining Agreements would be subject to negotiation, management and the union entered into this period of "good faith" bargaining. This letter specifically proposes additions, deletions and changes to provisions of the contracts required to mutually resolve seniority issues, including:

- standardization and consolidation of Article III of the five Collective Bargaining Agreements consistent with the establishment of Local Union 15 and containing new language relative to layoff and recall processes; and,
- revisions to Exhibit B of the existing contracts to incorporate the changes as described in this document.

The provisions contained in this letter supersede all previous offers or proposals from the Company related to these discussions. Other applicable provisions of the Collective Bargaining Agreements shall continue in full force and effect unless specifically changed by this letter.

#### **I. Standardization and Consolidation of Article III Language**

- A. The language contained in the five separate Collective Bargaining Agreements will be revised in the next contract to incorporate the provisions of this letter.
- B. Changes to standardize language of the Collective Bargaining Agreements will be made to reflect the formation of Local Union 15.



- C. Specific revisions to layoff and recall provisions have been established through interest-based negotiations and are reflective of the Company's and the Union's shared concerns. These changes are described in the provisions contained in this letter.

## **II. Revisions to Exhibit B of the Collective Bargaining Agreement**

- A. The Lines of Promotion and Demotion, Exhibit B, contained in the five separate Collective Bargaining Agreements will be revised in the next contract to incorporate the provisions of this letter.
- B. The Company and the Union have agreed to continue the utilization of an informational posting process to facilitate the movement of employees in a manner which provides for employment opportunities, expanded flexibility and career advancement. The transfer of a qualified employee as a result of an informational posting will be handled in accordance with the guidelines effective at the time the employee accepts the new position.

## **III. Establishment of Clerical Promotional Series**

The Company and the Union have agreed to establish system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period effective at the start of the pay period immediately following notification by Local Union 15 of acceptance of this letter.

- A. Lines of promotion and demotion in accordance with Exhibit B of the Collective Bargaining Agreement will be based on promotional service date on a system-wide basis for an initial twelve (12) month period effective at the start of the pay period immediately following notification by Local Union 15 of acceptance of this letter. Promotional service date is defined as the time accrued in all clerical positions.
- B. The continuation of system-wide promotional opportunities for employees in clerical job classifications after the twelve (12) month period requires the mutual consent of both the Company and the Union. Notification by both parties stating their consent to continue system-wide seniority for employees in clerical job classifications must be received before the fifteenth of the final month of the initial twelve (12) month period.

- C. In the event the Company and the Union are unable to reach mutual agreement to continue system-wide seniority after the initial period, for the purposes of promotions and demotions, three separate clerical promotional series will be established effective on the first day of the month following the end of the initial period.

- 1) Incumbent employees in the respective work locations covered by each promotional series will be placed on one of three merged seniority lists as follows:

<u>Promotional Series</u>	<u>Business Unit</u>	<u>Locations</u>
Promotional Series A	Nuclear Operations	Nuclear Generating Stations Downers Grove (Nuclear) Production Training Center (PTC)
Promotional Series B	General Office	General Office Departments
Promotional Series C	Commercial Ops./ Fossil Operations	Commercial Locations Fossil Generating Stations Downers Grove (Fossil)

- 2) Lines of promotion and demotion in accordance with Exhibit B of the Collective Bargaining Agreement will be based on promotional service date within each promotional series. Promotions will be permitted in accordance with the procedures and groundrules for promotions described in this letter as follows:

- ★ within and across nuclear business unit work locations
- ★ within and across General Office departments
- ★ within and across commercial and fossil business unit work locations

- D. Incumbent clerical employees, at the time separate promotional series by business unit group are established, will be provided a one-time opportunity to promote, contingent upon their seniority, to a preidentified location in one of the other two promotional series at the time of an available opening. They would be considered in accordance with their seniority ranking with other eligible employees for promotion consistent with Exhibit B of the Collective Bargaining Agreement. Employees will be required to identify their work location of choice, if that should be in another business unit group from their current work site, by the fifteenth of the month following the end of the initial period.
- E. Employees who refuse a promotion to their selected location or accept a promotion offered in accordance with the provisions of this letter will not be eligible for future consideration for promotion outside of their then current promotional series.
- F. The Company and the Union have discussed several important issues which impact clerical promotional opportunities and have established a joint commitment to enter into good faith negotiations as soon as practicable in 1996. These discussions are intended to include bracketing of job classifications by functions and competencies, as well as other associated issues.
- G. The Company and the Union have discussed and reached an understanding relative to process improvements to facilitate the filling of clerical vacancies. The procedures and groundrules for clerical promotions dated February 19, 1996 will become effective as soon as practicable following acceptance of this letter (see Exhibit # 1).
- H. The Company and the Union have agreed to a ninety (90) day period to integrate the current General Office departmental job classifications into the system-wide seniority process. General Office employees will be eligible for promotional opportunities within the current departmental locations only until such time as the ninety (90) day integration process is finalized. Should the revisions required to integrate the General Office into the system-wide process be accomplished before ninety (90) days, the parties will agree to a mutually acceptable date for the inclusion of General Office employees into the system-wide seniority process.
- I. Existing lateral, transfer and demotion policies will be terminated on the implementation date of system-wide seniority (not inclusive of the ninety (90) day implementation period discussed in III. H. above).

#### IV. Establishment of Production Physical Promotional Series

- A. Lines of Promotion and Demotion in Exhibit B establish the utilization of separate promotional series for each nuclear and fossil generating station.
- B. Promotional Series for production will be established in Exhibit B for each department in the following groups:

<u>Fossil</u>	<u>Nuclear</u>
Operating	Operating
Operating (Joliet only)	Electrical Maintenance
Electrical Operating	Mechanical Maintenance
Mechanical Operating	Instrument Maintenance
Turbine Operation	Radiation Protection
Boiler Operation	Chemistry
Switchboard Operation	Material Handling
Coal Plant Operation	Fuel Handling
Electrical Maintenance	
Mechanical Maintenance	
Instrument Maintenance	
Material Handling	

The "Individual Job Classifications Not a Part of Any Promotional Series" will be maintained.

#### V. Lateral Transfers for Production Physical Job Classifications

- A. Employees in fossil and nuclear maintenance job classifications at or above the current maximum rate of pay of \$22.41 will have the opportunity to lateral prior to filling an open position by promotion to identified vacancies in the same job classifications performing like duties in other work locations within their respective promotional series.
- B. Eligible employees may request a lateral transfer in accordance with the "Procedures and Groundrules for Lateral Transfer" dated February 19, 1996 (see Exhibit # 2).

- C. Further applicability of this lateral policy will be discussed between management and union representatives of the respective business units prior to October 31, 1996 for the following departments:

<u>Fossil</u>	<u>Nuclear</u>
Operating	Radiation Protection
Operating (Joliet only)	Chemistry
Electrical Operating	Material Handling
Mechanical Operating	Fuel Handling
Turbine Operation	
Boiler Operation	
Switchboard Operation	
Coal Plant Operation	
Material Handling	

## **VI. Establishment of Commercial Physical Promotional Series**

### **A. Seniority**

- 1) Employees in physical job classifications in the following Commercial Business Unit promotional series will have system-wide seniority within their department.

Overhead	Division Meter
Underground	Stores/Tool Room
Substation Construction	Transportation
Substation Operating	

- 2) Seniority lists will be merged based upon the current seniority dates of incumbent commercial physical employees. If two or more employees have the same seniority date, the employee with greater company service will be considered the senior employee.
- 3) The promotional series for System Meter Shop, System Shops and Tool Services and Transportation Field Service will not be affected and will remain separate promotional series. The promotional series for Transportation System Auto Shop (Villa Park) will be merged with the Transportation Department.

- 4) Employees in the Electrical Mechanic B job classification inside the city (non-automatic progression) will have their seniority adjusted at the time they promote to Electrical Mechanic to reflect their seniority position relative to employees in the Electrical Mechanic B job classification outside the city (automatic progression) as of the date of this Letter of Agreement.

**B. Promotions**

- 1) Employees in the following job classifications, who meet the minimum necessary qualifications of a higher level job classification, will have the opportunity (after allowing for the lateral transfer process) to promote to that job within their department. Eligible employees for promotional opportunities on a system-wide basis are:

<u>Overhead</u>	<u>Underground</u>	<u>SSC</u>
Troubleshooter Overhead Electrician, Special Overhead Electrician	Cable Splicer, Special Cable Splicer	Electrical Mechanic,
<u>Division Meter</u>	<u>Stores</u>	<u>SSO</u>
Power Meter Servicer Dispatcher, District Meter Work Service Mechanic Meter Servicer Meter Servicer, Jr. Gr. Meter Reader	Material Handler, Sr. Yard Operations Material Handler, Senior Material Handler Material Delivery Driver Material Handler I Helper, Stockroom Shop Mechanic Supply Controller	Substation Operator
<u>Transportation</u>		
Mechanic, Transportation Equipment Mechanic B, Transportation Equipment		

- 2) Eligible employees will be considered for promotion in accordance with the "Procedures and Groundrules for Promotions" dated February 19, 1996 (See Exhibit # 3).

C. Construction Schools/SSO Entry-Level Positions

- 1) Construction schools in the Overhead, Underground and Substation Construction Departments will be conducted on a system-wide basis. The sites of the training schools will be determined by management.
- 2) Eligibility for consideration for admission to a construction school will be open to ComEd employees in physical job classifications at the "B" level classification and below (except those "B" level employees in an automatic progression promotional series) and employees in clerical job classifications below the minimum rate of pay of the General Clerk I level. Employees desiring consideration must meet the minimum qualifications for acceptance.
- 3) Qualified employees identified in B.2 above will be provided the opportunity to enter the apprenticeship training program based on service.
- 4) For purposes of the apprenticeship training program, management will identify the training school location as well as the regions to which employees will be assigned during their apprenticeship. Selection of regions to which employees will be assigned will be based on service.
- 5) Assignments after successful completion of the apprenticeship training programs will be identified by management at the time of completion of the training program. Employees will select their assignments to the identified locations by service.
- 6) Eligibility for consideration for promotion to entry-level Substation Operator positions will be open to I.B.E.W. ComEd employees. Employees desiring consideration must meet the minimum qualifications for acceptance.

## VII. Lateral Transfers for Commercial Physical Job Classifications

- A. Employees in the following job classifications will have the opportunity to lateral on a system-wide basis to vacancies in the same job classifications in other locations within the Company. Eligible employees for lateral opportunities are:

<u>Overhead</u>	<u>Underground</u>	<u>SSC</u>
Crew Leader, Line Service Electrician Troubleshooter Overhead Electrician, Special Overhead Electrician	Crew Leader, Cable Cable Splicer, Special Cable Splicer	Crew Leader, Construction Electrical Mechanic
<u>Division Meter</u>	<u>Stores</u>	<u>SSO</u>
Primary Meter Servicer Power Meter Servicer Dispatcher, District Meter Work Service Mechanic	Material Handler, Sr. Material Control Material Handler, Sr. Yard Operations Sr. Shop Mechanic Principal Supply Controller	Area Operator
<u>Transportation</u>		
Mobile Equipment Mechanic Mechanic, Transportation Equipment		

- B. Lateral transfers will only be allowed to like job classifications (i.e., Crew Leader, Line to Crew Leader, Line). However, employees in the Troubleshooter classification will also have the opportunity to lateral transfer to the Overhead Electrician, Special job classification and assume the new job title and responsibilities.

Area Operators accepting lateral transfers to/from positions inside/outside the Chicago Regions will have their rate of pay adjusted in accordance with the pay differential for inside/outside Area Operator positions.



- C. Eligible employees may request a lateral transfer in accordance with the "Procedures and Groundrules for Lateral Transfers" dated February 19, 1996 (see Exhibit # 2).

**VIII. Miscellaneous Issues for Commercial Physical Job Classifications**

- A. For purposes of upgrading and other assignments, seniority within a department at a location will continue to govern.
- B. The provisions in this letter supersede previous lateral, transfer or demotion policies throughout the Company for employees in physical job classifications in commercial business unit departments. Effective the date of acceptance of this letter, previous policies and practices will cease.

**IX. Layoff and Recall Provisions Revised and/or Superseded (Article III)**

As a result of several intense and focused discussions regarding proposed revisions to sections of Article III of the contracts relative to layoffs and recall rights, the Company and the Union have established an understanding reasonably satisfying the interest of both parties. The Company and Representatives of Local Union 15 were mutually concerned about lessening the impact of the layoff process on long service employees and limiting the occurrence of seniority conflicts resulting from "bumping down". Additional corporate objectives include minimizing system-wide disruption, making economically sound decisions relative to employee relocation and retraining, and retaining Company protections currently afforded in the language of the Collective Bargaining Agreements. In consideration of these strategies, the following revisions will be made effective the date of acceptance of this letter. It is understood that "bumping rights" apply only in the event of a layoff situation.

- A. The provisions previously contained in Article III of the existing Collective Bargaining Agreements identified below will be abolished and superseded by the revisions relative to layoff and recall rights contained in this letter:
- Sections 11 (except for paragraphs 1 and 2) and 12 (outside Clerical)
  - Sections 15 (except for paragraphs 1 and 2), 16 and 17 (outside Physical)
  - Sections 8 (except for paragraphs 1 and 2) and (Powerton/Kincaid)
  - Sections 15 (except for paragraphs 1 and 2), 16 and 17 (inside Physical)
  - Sections 16 (except for paragraphs 1 and 2), 17 and 18 (inside Clerical)

Specifically;

- 1) Revisions to Article III will standardize the layoff provision for physical job classifications inside and outside of the city consistent with the language contained in this letter. Language previously contained in the inside the city physical contract (Local Unions 1359, 1366, 1367 and 1399) will be revised to eliminate departmental seniority.
  - 2) Revisions to Article III will standardize the layoff provision for clerical job classifications inside and outside of the city consistent with the language contained in this letter. Language previously contained in the inside the city clerical contract (Local Union 1427) will be revised to eliminate departmental seniority.
- B. An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of his or her present work location shall retain the right to recall as defined in the Collective Bargaining Agreement.
- C. An employee laid off as a result of the application of IX.B above, who is not recalled within the provisions contained in the Collective Bargaining Agreement within two years shall have no further rights to reemployment.
- D. Article III, Section 13 (outside Clerical); Article III, Section 18 (outside Physical); Article III, Section 8 (Powerton/Kincaid); Article III, Section 18 (inside Physical); and Article III, Section 20 (inside Clerical) shall be modified so that employees who, as the result of the application of the layoff provisions contained in this Proposal, are eligible for recall, may be offered the opportunity subsequent to being laid off to accept entry level positions in the event hiring is taking place in other departments in which the employee is not subject to recall provided they are qualified and there are no former employees of that department who must be offered the jobs in accordance with the provision of this Article.
- Employees accepting employment outside of a department from which they have recall rights will not maintain any rights to transfer to the job classification from which the employee was laid off.
- E. An employee who declines employment into a position outside the department from which the employee was laid off shall retain the right to recall as defined in the Collective Bargaining Agreement.

**X. Reduction in Force (Layoff) Clerical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Seniority for clerical employees specific to the layoff process will be established within three respective business unit groups as follows:
  - Nuclear clerical employees
  - Commercial/Fossil clerical employees
  - General Office clerical employees
- B. Promotional service date in each of their respective business unit groups above will determine which employees shall:
  - 1) be transferred or demoted to the next lower job classification within their respective business unit group in which they previously had performed the work; or,
  - 2) be demoted to the next lower job classification within their respective business unit group, provided they are able to perform the work.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the workforce reduction steps described in X. A and B above, employees in the entry level job classifications, General Clerk III level and below, will be merged across business unit groups onto one list and their respective service dates will govern. If the required number of layoffs necessary are not achieved at these entry levels, the process would then involve employees in other job classifications within the business unit group(s) implementing the downsizing effort based upon seniority in their individual promotional series.
- D. Management will determine the need to rebalance the workforce across business units as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access and the Company Fitness of Duty Access Authorization Programs as described in CNSC # 200 and CNSG #500 must be met.

## **XI. Reduction in Force (Layoff) Production**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Generating station employees in the following promotional series from all fossil plants will be combined by department in seniority date order:
  - Coal Plant Operation
  - Electrical Maintenance
  - Mechanical Maintenance
  - Instrument Maintenance
  - Material Handling
- B. Generating Station employees in the operating promotional series identified below will be combined by department in seniority date order by fossil plants as follows:
  - a. Stations: Collins, Joliet 9, Joliet 29, Powerton, Kincaid  
Promotional Series: Operating, Operating (Joliet only)
  - b. Stations: Crawford, Fisk  
Promotional Series: Electrical Operating, Mechanical Operating
  - c. Stations: Will County, Waukegan  
Promotional Series: Boiler Operating, Turbine Operating, Switchboard Operating
  - d. As the fossil plants listed in Section 2(b) and 2(c) above are converted to unitized control operations, employees who are trained, qualified and demonstrate performance will be combined with the respective job classifications in those promotional series identified in Section 2(a) above on a merged seniority basis.
- C. Employees with the least seniority on these merged lists shall:
  - 1) be demoted to the next lower job classification in accordance with the lines of demotion set forth in Exhibit B; or,

- 2) be transferred or demoted to a job classification within the fossil business unit in any departmental promotional series in this Agreement in which they previously had seniority provided the job classification to which they are transferred or demoted is not higher than the highest job they had previously held in that promotional series.

- D. Seniority for employees in all other promotional series as listed below, in the nuclear business unit, will apply on a station-by-station, department-by-department basis for purposes of demotion/bumping rights (applied as described in paragraph C. 1 and 2 above within their respective station):

Nuclear

Operating	Radiation Protection
Electrical Maintenance	Chemistry
Mechanical Maintenance	Material Handling
Instrument Maintenance	Fuel Handling

- E. In the event that a layoff becomes necessary employees in the fossil operating promotional series listed in XI. B demoted as a result of the application of demotion/bumping rights (as described in paragraph C. 1 and 2 above) may displace, contingent upon meeting the respective qualifications, employees in the auxiliary operator and equipment attendant, 2nd grade job classifications who have less seniority on a merged basis across the fossil generating stations. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.
- F. Production employees identified for demotion or transfer upon completion of the workforce reduction steps described in XI. A, B, C, D and E, above will be merged into one list in service date order.
- G. In the event that a layoff becomes necessary, and the affected employees on the merged list as described in XI. F above have greater service than station laborers in the production business units, these employees may, contingent upon meeting the respective qualifications, displace employees in the station laborer job classification across the fossil and nuclear generating stations. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.

Employees eligible to transfer or demote into another production business unit as a result of the application of this letter, must meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access and the Company Fitness for Duty Access Authorization Programs as described in CNSC # 200 and CNSG #500 must be met.

- H. Demoted employees displacing auxiliary operator, equipment attendant, 2nd grade or station laborers as a result of a layoff in accordance with XI. E and XI. G respectively, will be afforded special consideration as follows:
- 1) The rates of pay for these employees would not be adjusted until after a three (3) month "transitional period" from the time of placement into their new positions, during which the employees may be assigned work of lower job classifications and receive site specific training, etc.
  - 2) Demoted employees will be afforded preferential seniority to facilitate their return to their previous level by being placed in respective order at the top of each auxiliary operator, equipment attendant, 2nd grade or station laborer seniority list for each site.
  - 3) These employees will be afforded a one-time opportunity to return to their former work location should an opening occur in their previous job classification. This opportunity will be effective only for the period of time that these employees are placed into auxiliary operator, equipment attendant, 2nd grade or station laborer job classifications. This offer will also be voided should the employee accept a promotion at the new location.
  - 4) Employees refusing a promotion at their new work location during the transitional period will have their rate of pay adjusted to the maximum rate of pay of the auxiliary operator, equipment attendant, 2nd grade or station laborer job classification.

- I. In the event of the closing of a generating station, the Company will discuss the impact and determine the appropriate utilization of bargaining unit employees after placement in accordance with the layoff procedure contained in this letter. Station management may, at their discretion, determine based upon workload a need to assign demoted production employees who have exercised their bumping rights into the auxiliary operator, equipment attendant, 2nd grade or station laborer job classification, to work commensurate with their actual level of training, expertise and rate of pay prior to demotion.
- J. Management will determine the need to rebalance the workforce as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing.

#### **XII.Reduction in Force (Layoff) Commercial Physical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Management will identify the number of employees by job classification whose positions have been eliminated.
- B. Employees who are lowest on the seniority list within the job classifications identified will be demoted to available positions in the next lower job classification within their promotional series provided they have previously held seniority in that job classification.
- C. Employees who have not held seniority in a lower job classification within their promotional series (or are in the lowest job classification within their promotional series) will be demoted and allowed to displace employees in identified available positions in the following job classifications:

Garage Attendant  
Helper, Construction  
Helper, Stockroom  
Meter Reader

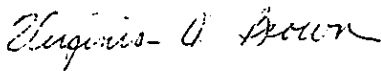
Displacement of employees in the above job classifications by demoted employees will be based on Company service provided the demoted employee meets the minimum qualifications of the position. Minimum qualifications will be defined as previous experience in the job classification or meeting the entrance testing requirements of the position.

- D. Employees who are demoted and do not meet the minimum qualifications of the classifications identified above (or have lesser service) and employees who are displaced by demoted employees will be subject to layoff.

In addition to the terms above, the Company agrees to apply the additional provisions contained in the letter to William H. Starr from J. Stanley Graves dated February 19, 1996 (See Attachment A).

The provisions contained in this letter will be effective upon ratification of the Memorandum of Agreement dated February 19, 1996. It is expected this letter will bring our current discussions regarding seniority to a mutually satisfactory conclusion.

Very truly yours,



Virginia A. Brown  
Employee Relations Manager

cc: J. S. Graves J. R. Krisch  
M. T. Latino D. M. O'Connor  
T. A. Horwath M. A. Wojcik



**PROCEDURES AND GROUNDRULES FOR CLERICAL PROMOTIONS**

The intent of the following guidelines is to ensure a timely and consistent method for filling clerical positions. Procedures and groundrules for clerical promotions are as follows:

- Employees must qualify for promotional opportunities in accordance with the Seniority Letter of Agreement dated February 19, 1996.
- The Company will provide information on available openings in "pool" and "listed" clerical job classifications through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.
- A canvassing procedure will be utilized of eligible employees as determined by the Seniority Letter of Agreement dated February 19, 1996.
- The Company will post a notification of openings in bid clerical job classifications for five (5) calendar days. Eligible employees will be required to submit an application either through Company mail, the U.S. Postal Service, or by fax, prior to the end of the bid period.
- The first employee canvassed, either for "pool" and "listed" clerical positions or for "bid" clerical positions will be required to accept or reject a promotion by the beginning of the next business day. Subsequent candidates canvassed will be required to accept or reject a promotion at the time they are canvassed.
- Interviews, when required, may be conducted by telephone.
- Visits to other offices or Company work locations will not be permitted on Company time or at Company expense. The employee may be provided the opportunity to observe a similar job at his or her present work location.

February 19, 1996

## EXHIBIT # 2

### PROCEDURE AND GROUNDRULES FOR PHYSICAL LATERAL TRANSFERS

Employees must qualify for the opportunity for a lateral transfer in accordance with the Seniority Letter of Agreement dated February 19, 1996.

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a lateral transfer after completing the first year of actual experience within a job classification as identified in the Seniority Letter of Agreement dated February 19, 1996 as qualifying for lateral transfers.

Eligible employees must have submitted and have on file an application form indicating their interest in a lateral transfer and identifying the location to which they would accept assignment prior to the vacancy being declared open.

When a vacancy or opening occurs in an identified job classification and management has determined the position will be filled, before promoting to the position, the following procedure will be implemented:

- 1) The file or requests for lateral transfers will be reviewed and the most senior employee requesting the lateral transfer to the location will be identified.
- 2) The employee must meet the qualifications of the position and be qualified to perform all job duties of the classification at the time of the lateral transfer.
- 3) The employee who is unavailable for reassignment within a reasonable time may be by-passed but will maintain eligibility for future consideration.
- 4) The employee who refuses a lateral transfer at the time a vacancy is being filled will not be eligible for future consideration to the same location for at least six months.
- 5) The employee who is transferred will not be eligible for a subsequent lateral transfer for a period of time as follows:

• Commercial Physical	6 months
• Fossil Physical	2 years
• Nuclear Physical	2 years

It is management's responsibility to determine the appropriate utilization of lateral transfers to distribute or reallocate employees in the identified job classifications based upon staffing requirements and operating conditions. It is not the intent of management to increase the overall staffing level at a location as a result of a lateral transfer.

If a position in a production maintenance job classification at or above the A level is to be filled, the position will be filled by promotion prior to posting for a lateral transfer in accordance with the above guidelines, if an incumbent employee at the B level eligible to promote at the location of the opening has at least three and one-half (3 1/2) years seniority in the B level job classification.

February 19, 1996

PROCEDURES AND GROUNDRULES FOR COMMERCIAL PHYSICAL PROMOTIONS

- Employees must qualify for the opportunity for promotion in accordance with the Seniority Letter of Agreement dated February 19, 1996.
- The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.
- When management has determined a vacancy is to be filled by promotion (after allowing for the lateral transfer process), the following procedure will be implemented:
  - 1) The position will be posted system-wide for a period of seven (7) calendar days. The posting will identify the job classifications, location and minimum qualifications required.
  - 2) Qualified employees within the appropriate department, will have the opportunity to express an interest in the promotion by submitting a request form within the posting period.
  - 3) Qualified employees must be capable of performing all of the duties of the posted position.
  - 4) The employee who is unavailable for reassignment within a reasonable time may be by-passed but will maintain eligibility for future consideration.
  - 5) The positions will be offered by seniority to available and capable employees.

February 19, 1996

Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767

Attachment A

February 19, 1996



Mr. William H. Starr  
President and Business Manager  
Local 15, I.B.E.W.  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

As you are aware, the Company and Local Union 15 representatives have engaged in long and intensive negotiations related to revisions in seniority provisions reflective of the amalgamation of System Council U-25. At the time of the amalgamation, Local Union 15 leadership strongly expressed that completing these negotiations was a primary objective. While it is understood that proposals from the Company offered substantial improvements requested by the union, it is recognized that the key area of contention remains the proposed bumping and layoff procedure contained in the final seniority offer from the Company dated February 19, 1996.

The purpose of this letter is to establish that, effective immediately through September 30, 1997, concurrent with the term of the Collective Bargaining Agreement, the Company will agree to apply, subject to ratification, the following provision in addition to those specified in the final seniority offer from the Company dated February 19, 1996:

In the event of a reduction in force resulting in the application of the layoff and bumping provisions contained in this agreement between February 19, 1996 and September 30, 1997, the three separate pool groups established at the entry level in production, clerical and commercial physical respectively, will be combined. The affected job classifications are as follows:

- General Clerk III and below (Clerical)
- Station Laborer (Production)
- Garage Attendant (Commercial)
- Helper, Construction (Commercial)
- Helper, Stockroom (Commercial)
- Meter Reader (Commercial)

Affected employees subject to layoff from an entry level job classification in one pool group with more service than employees in other entry level job classifications in the other two pool groups will be offered the opportunity to bump an employee with less service. Employees will be required to meet the qualifications and testing requirements of the entry level position in order to exercise their bumping rights

*It is my understanding that, with the application of the seniority provisions of the Letter of Agreement dated February 19, 1996 and the provision contained in this letter, this successfully concludes discussions related to seniority. It is further understood that seniority provisions contained in the Collective Bargaining Agreement may be subject to further negotiation at the expiration of the current terms on September 30, 1997.*

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Stanley Graves". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

J. Stanley Graves  
Vice President

6427pkg.doc.



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Rd., Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

The Seniority Letter of Agreement dated February 19, 1996, includes a provision to establish system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period. As you know, resolution of this issue was extremely difficult because the union's interest in the on-going expansion of promotional opportunities causes management, taking into consideration the high number of clerical job classifications, to be concerned about the experience level and stability of the work force. The Letter of Agreement dated February 19, 1996, provides opportunities to meet the objectives presented by both parties during the negotiating process.

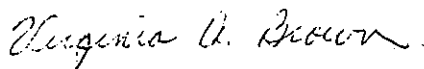
Article III, Section F of the letter referred to above, includes the Company's commitment to enter into "good faith" negotiations as soon as practicable in 1996 to resolve several important issues which impact clerical employees' movement and flexibility. As expressed, it is significantly important to both the company and union to successfully conclude these pending discussions. It is understood that discussions will include initiatives such as:

- Bracketing of clerical job classifications by functions and competencies, identifying specific qualifications for the higher job classifications including education level and requirements for minimum years of experience within the respective promotional series or job classification;
- Work practice and productivity improvements to enhance efficiencies in the respective business units;
- Continuation of system-wide seniority for clerical job classifications; and,
- Application of lateral transfer or demotion policies.

It is understood that the respective company and union negotiating committees for these discussions will be identified by May 1996. Meetings will be scheduled on a regular basis (approximately four (4) per month) beginning in June 1996. Management and the Union may mutually agree upon an adjusted schedule if necessary.

I am confident that, if the Company and Local Union 15 commit the appropriate resources and personnel to these discussions, we will be successful in reaching an agreement that meets our joint interests in a collaborative manner. Please call me should you have any questions by March 1, 1996, or I will assume that this understanding is reflective of our conversation.

Very truly yours,

A handwritten signature in cursive script, reading "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager



Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road  
Downers Grove, IL 60515

Dear Mr. Starr:

Subsequent to the conclusion of seniority discussions resulting in the Seniority Letter of Agreement dated February 19, 1996, a question arose with respect to the elimination of existing lateral and demotion policies as they exist in various locations. The Company recognizes that certain employees have been relocated at the direction of the Company. There are a limited number of these employees who have individually been provided protection for a one-time return to their previous work location, not specifically as a result of a local or Company policy.

*It is not the Company's intent to deny these employees their one-time return opportunity per a previous understanding. The Company will work with Local Union 15 to identify these employees to ensure, unless otherwise modified, that their eligibility for consideration to return to their previous work location is honored. It is intended that this task will be completed within 30 days following acceptance of the Seniority Letter of Agreement dated February 19, 1996.*

Very truly yours,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager

Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

It was intended that the Seniority Letter of Agreement dated February 19, 1996, would bring discussions regarding seniority related issues to a successful conclusion. Should any of the job classifications in the Collective Bargaining Agreements have been inadvertently omitted in this document, the Company proposes, if necessary, to discuss the impact on these positions of the proposed seniority concepts and associated subjects with Representatives of Local Union 15 as soon as practicable. However, unless otherwise modified, seniority for employees in these job classifications will be handled in accordance with the provisions of the current Collective Bargaining Agreements.

Please call me should you have further questions by February 26, 1996 or I will assume that this understanding is reflective of our conversation.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager



March 30, 1995

Mr. Robert A. Joyce  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Bob,

After several discussions regarding methods for accomplishing corporate strategic objectives while considering the interests of employees, the Company and representatives of Local Union 15 have reached an understanding as to voluntary severance opportunities for the bargaining unit as described in this Letter of Agreement. This letter addresses the eligibility, benefits and term associated with offering voluntary severance to employees of Local Union 15.

Any issue related to terms and conditions of employment and benefits not specifically addressed in this document will be covered in accordance with the terms and provisions of the Collective Bargaining Agreement and Supplemental Agreements as applicable. Guidelines for participation and provisions related to voluntary severance for bargaining unit employees contained herein will be subject to the legal requirements and rules governing voluntary separation plans.

*Components of voluntary severance for the bargaining unit are as follows:*

**Participation in Voluntary Severance**

The Company and representatives of Local Union 15 have agreed that voluntary severance will be offered to employees across the Fossil Business Unit and in Building Services departments. The timing of any offer of severance as it applies to identified locations/departments/work groups will be at the direction of the Company in light of ongoing business and operational needs consistent with strategic objectives.

The parties have further agreed to continue discussing the application of voluntary severance to other locations/departments/work groups where specific initiatives are expected to reduce the overall number of bargaining unit personnel in designated job classifications. The Company reaffirms its intent to focus these discussions on areas as described prior to the implementation of other methods to reduce the bargaining unit work force.

The Company will communicate information related to each specific initiative in a timely manner so that bargaining unit personnel in affected locations/departments/work groups can make informed decisions as to whether or not to accept voluntary severance. Participation would be completely voluntary and no eligible employee should feel obligated to accept such offer.

### **Eligibility**

An employee is eligible to voluntarily elect severance only if he or she is individually notified in writing of such eligibility and is actively employed as a regular full-time bargaining unit employee in a designated location/department/work group. An employee on an authorized leave of absence with reemployment rights under applicable law shall be treated as actively employed for purposes of severance eligibility.

In addition, the employee must meet the conditions as follows:

- (i) the employee's employment is not terminated by the Company involuntarily for any reason prior to the employee's scheduled separation date;
- (ii) the employee does not accept separation, severance or early retirement incentive pay or benefits under any other plan, program or arrangement maintained by the Company; and,
- (iii) the employee does not accept another position within the Company after submitting an Employee Separation Agreement to the Plan Administrator but prior to an employee's scheduled separation date.

An employee accepting severance will not retain recall rights under the terms of the Collective Bargaining Agreements.

### Severance Pay

Severance pay will be paid in a lump sum with tax withholding as required by law. Payment under voluntary severance will be calculated as follows:

- Employees with one (1) to five (5) full years of service will receive eight percent (8%) of their current base pay for each full year of service. An employee who has completed less than one (1) full year of service shall be deemed to have completed one (1) full year of service.
- Employees with six (6) or more full years of service will receive fifty percent (50%) of their current base pay PLUS an additional two percent (2%) of their current base pay for each full year of service.
- Employees eligible to retire will be qualified to accept the lump sum severance amount in addition to pension benefits under the Service Annuity Agreement dated March 30, 1995.
- Current base pay will be calculated as 2080 hours times (x) the employees hourly rate of pay, exclusive of any additives, premiums, bonuses or other adjusted amounts as of the acceptance of voluntary severance.

### Medical Benefits

In accordance with employee rights under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), health plan coverage for the employee and covered dependents is available for eighteen (18) months following the date of acceptance of voluntary severance or until the employee becomes eligible for coverage under another employer's group plan whichever comes first.

As part of voluntary severance, the Company will provide additional benefits as follows:

- For the initial twelve (12) months, the Company will continue to pay the same portion of medical plan premiums as for active employees (currently 82%).
- For the next six (6) months, employees will be eligible to continue medical plan coverage under COBRA and pay the total cost of coverage.

- Employees age fifty (50) through age fifty-four (54) who elect early retirement will be eligible for continued medical coverage as provided for retirees age fifty-five (55) and older in the revised Memorandum of Agreement related to Service Annuity dated March 30, 1995 at the current active employee's cost (18%).

### **Life Insurance**

For employees below fifty (50) years of age ineligible for early retirement, basic life insurance equal to one (1) times (x) annual base pay will continue for twelve (12) months following acceptance of voluntary severance at no cost to the employee. At the end of the twelve (12) month period, this life insurance coverage will terminate.

For employees above fifty (50) years of age who are eligible for early retirement, life insurance coverage as provided for future service annuitants in the revised Memorandum of Agreement dated March 30, 1995, will be as follows:

- one (1) times (x) annual base pay at the time of retirement continued until age 65 (maximum of \$150,000)
- life insurance coverage will be reduced after age 65 by ten percent (10%) per year until it reaches thirty percent (30%) of the original amount (minimum of \$15,000).

### **Educational Assistance**

Employees will be eligible for tuition reimbursement for approved classes successfully completed within two years of their date of severance provided they receive a grade of "C" or higher. Employees participating in voluntary severance will be reimbursed for 90% of their costs during this specified period for tuition, books, and mandatory fees up to a maximum total reimbursement of \$3,000.00

### **Other Benefits**

A participant shall not be entitled to any severance or separation pay or early retirement incentive pay or additional benefits other than as provided in this Letter of Agreement. Except as provided in the preceding sentence, a participant's rights under any employee benefit plan maintained by the Company shall be determined in accordance with the provisions of such plans.

## Waiver and Release

A participant will not be entitled to receive the severance benefits listed in this Letter of Agreement unless he or she signs a waiver and a release as required.

## Limitation on Rights

Voluntary severance is limited to the employees specifically notified of their eligibility to participate and shall have no application to any previous workforce reductions implemented by the Company or to any other voluntary or involuntary terminations of employment.

## Term of Agreement

The terms and conditions contained in this Letter of Agreement are subject to the successful ratification of the Memorandum covering changes to the Service Annuity (Pension) Agreement dated March 30, 1995. Unless extended or modified by mutual agreement, the utilization of voluntary severance as described in this document will terminate December 31, 1997. Thirty (30) days prior to the expiration of this Agreement, the Company and representatives of Local Union 15 will meet to discuss the status of specific initiatives which are expected to reduce the overall number of bargaining unit personnel.

*Virginia A. Brown*

Virginia A. Brown  
Employee Relations Manager

Approved:

*J. Stanley Graves*  
J. Stanley Graves  
Vice President

## Union Negotiating Committee:

*Robert A. Joyce*  
Robert A. Joyce, President/Business Manager

*Richard A. Balthazor*  
Richard A. Balthazor, Business Representative

*Joseph M. Zagar*  
Joseph M. Zagar, Business Representative

*John T. Vito*  
John T. Vito, Business Representative

*Daniel H. Groth*  
Daniel H. Groth, Vice President/Business Representative

*Marzio M. Piagentini*  
Marzio M. Piagentini, Business Representative

*Ronald V. Welts*  
Ronald V. Welts, Business Representative

*Richard J. Young*  
Richard J. Young, Business Representative

**AGREEMENT BETWEEN COMMONWEALTH EDISON COMPANY  
AND LOCAL UNION 15, I.B.E.W. CONCERNING  
BUILDING SERVICES**

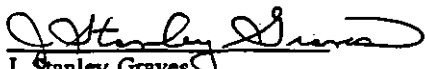
- I. The restrictions of the provisions of Article V, Section 7 of the Collective Bargaining Agreement regarding the contracting of work by Commonwealth Edison shall not apply in instances where the Company decides to outsource the work set forth in Appendix A.
- II. Employees holding positions that perform work set forth in Appendix A and that the company decides to eliminate as a result of such contracting out shall be deemed "Affected Employees." Affected Employees may be released by the Company subject only to the following:
  - A. **Transition Rights** Prior to the release of each physical Affected Employee, the contractor designated by the Company to perform the work of any Affected Employee(s) shall be required to offer such physical Affected Employee(s) the opportunity for full-time employment with the contractor upon the Affected Employee's termination date (provided the Affected Employee(s) is not terminated for disciplinary reasons for proper cause and the Affected Employee(s) satisfies federal immigration laws and a preemployment drug screen). The initial employment by the contractor of any physical Affected Employee(s) shall be at an hourly rate of pay of no less than the current hourly rate of pay at ComEd and shall provide the same benefits that the contractor offers to all other similarly situated employees in its employment. The contractor otherwise may establish its own initial work rule and practices and other terms and conditions of employment in accordance with applicable law. The benefits currently available to similarly situated employees for such contractor is attached as Appendix B.
  - B. **Severance Payments** In addition to the benefits available to Affected Employee(s) under the Company's Service Annuity System, Affected Employees shall be eligible to receive severance benefits pursuant to the terms set forth in the Letter of Agreement dated March 30, 1995 between the Company and the Union regardless of whether the Affected Employee(s) elects to accept the offer of employment from the contractor.



C. Continuation Rights Affected Employees may elect to continue in their employment at the Company subject to the following:

- (1) Such employees shall not be eligible for the severance payments set forth in paragraph B above.
- (2) Such employees must be qualified to work in the positions in which they may be placed and may be assigned to work in one or more such positions under the terms and conditions applicable to those positions; provided the employees shall continue to receive their current rate of pay for the term of this Agreement. Such employees may be assigned to those positions at any location in the Company's service territory and will be reimbursed for travel or moving expenses in accordance to the Travel and Moving Expense Ground Rules dated February 19, 1996.
- (3) This opportunity to continue employment with the Company shall not constitute a guarantee of lifetime employment and Affected Employees may be terminated for reasons other than the contracting of work contemplated by this Agreement.

- III. Any contractor designated by the Company to perform the work of any Affected Employee(s) shall be required by the Company to recognize the Union as the exclusive bargaining agent for the contractor's employees performing such work upon the Union establishing majority status by card check or successorship, in accordance with and subject to applicable law.
- IV. All grievances related to the contracting of work as it applies to Building Services, Janitorial Services and Office Facilities will be closed.
- V. Should the Company resume the performance of any work set forth in Appendix A, through employees of the Company or any of its subsidiaries which perform work exclusively for the Company, such employees shall continue to be part of the bargaining unit now represented by the Union.

  
J. Stanley Graves  
Vice President

  
Virginia A. Brown  
Employee Relations Manager

9515.wp/5net

## APPENDIX A

### DESCRIPTION OF WORK - BUILDING SERVICES

The duties and responsibilities associated with Janitorial Services, Building Services, and Office Facilities to be eliminated would include: the operating and maintaining of equipment related to heating and air conditioning, mechanical, plumbing, electrical installation and repairs to building structures and property items, as well as other duties related to these activities.

In addition, all activities related to Janitorial Services including the removal of refuse and debris, snow removal, lawn mowing, other items related to outside grounds maintenance will be eliminated.

The following job specifications (attached) for physical employees will be abolished consistent with and reflective of the foregoing agreement:

- Janitor
- Building Operator
- Building Repairman "Mechanic"

Clerical functions and duties supporting the above activities which include: typing of shipment releases, purchase requisitions, change order requisitions, payment of vouchers, handling of maintenance and repair calls, and other clerical support duties associated with the above would also be eliminated. Exhibit B inside clerical Collective Bargaining Agreement, (Local Union 1427), will be amended to reflect the deletion of Office Facilities as one of the departments to be considered for promotion.

## JANITOR

### Generating Stations

#### Duties:

Under semi-direct supervision, to do general cleaning and to maintain sanitary conditions in the generating station buildings; and to perform related work as assigned. Typical examples of the duties are:

1. To do sweeping, mopping, and dusting in generating station areas; to clean fixtures, showers, toilets, washbasins, and other equipment; and to apply insecticides and deodorants in the locker and toilet rooms.
2. To wash windowns, walls and low ceilings while working from a ladder or scaffolding; to shampoo and vacuum rugs and carpets; and to wash, wax, and polish furniture and floors.
3. To clean and remove ice and snow from sidewalks and roadways; to keep yards free of papers and other rubbish; and to maintain yards and grounds areas, trimming shrubbery, and mowing and sprinkling lawns.
4. As assigned, to assist in relocating desks, filing cabinets, and similar office furniture and equipment.

#### Qualifications:

1. Education equivalent to graduation from high school.
2. No previous experience required.

#### Immediate Supervisor:

Supervisor.

December 1979 (2-3)

(wage0513.wps)

## JANITOR

Division Bldg. Service Dept.

### Duties:

Under semi-direct supervision, to perform general cleaning work; as assigned, to make scheduled inspections of buildings and properties; and to perform related work as assigned. Typical examples of the duties are:

1. To sweep, dust, scrub or mop floors and stairways; to clean, wax or polish furniture or other wood, glass and metal surfaces; to shampoo and vacuum rugs and carpets; to clean and sanitize plumbing fixtures; to empty waste containers and remove debris from the area; and to replenish supplies as required.
2. To maintain yard and grounds areas, trimming shrubbery, mowing and sprinkling lawns, sweeping walks, driveways, and other areas, disposing of debris, and shovelling snow or operating power-driven snow removal equipment, up to but not including tractors.
3. To replace lamp bulbs and fluorescent tubes; and to clean fixtures, reflectors and other lighting equipment attachments.
4. To wash windows, walls and low ceilings while working from a ladder or scaffolding.
5. As assigned, to make scheduled inspections of property and grounds and check for such irregularities as unlocked or open gates, doors, and other improper conditions, reporting such items as instructed, and using a watchclock or similar device as required.
6. As assigned, to assist in relocating desks, filing cabinets and similar office furniture and equipment.

### Qualifications:

No previous experience required.

### Immediate Supervisor

Supervisor

December 1979 (1-2)

(page 0512.003)

## BUILDING OPERATOR

Division Bldg. Service Dept.

### Duties:

Under general supervision, to operate and maintain building heating and air conditioning equipment; to make general mechanical and electrical repairs to building structures, equipment, and property items; to assign work to and instruct and train others; and to perform related work as assigned. Typical examples of the duties are:

1. To operate and maintain building heating and air conditioning equipment, involving such work as checking and determining reasons for faulty operation, testing, regulating, adjusting, replacing parts, and correcting operational features to obtain proper operation.
2. To repair plumbing and plumbing fixtures, involving such work as replacing parts, tubing, piping, and fittings, cutting and threading new piping, adjusting and regulating control devices, and as required, relocating fixtures.
3. To make electrical repairs to light and power wiring and control devices such as replacing defective wiring or parts, locating shorts and grounds, restoring service to interrupted feeds, installing such electrical items as tubing, switches, fixtures, motors and boxes, and connecting to circuit wiring.
4. To make repairs to interior or exterior structural items, involving masonry, wood, steel, and other materials, and such work as patching roofs and flashing, macadam, concrete, brick, and plaster, and correcting faults caused by damage, wear, or breakage.
5. To fabricate or alter items of wood, metal, or other materials as required in making display boards, containers, partitions, shelving, and similar items.
6. To assign work to and instruct and train other employees engaged in building maintenance work and in performing janitor and watch service duties.

### Qualifications:

1. Education equivalent to graduation from high school.
2. Four years of experience in the Company, usually, two years of which shall have been as a Building Repairman.

### Immediate Supervisor:

Supervisor.

August, 1960 (1-2)

Aug0515 vps

## BUILDING REPAIRMAN

Division Bldg. Service Dept.

### Duties:

Under semi-direct supervision, to perform routine building repair and maintenance work; to assist employees of higher classification; and to perform related work as assigned. Typical examples of the duties are:

1. To perform routine building maintenance work such as making minor repairs or replacing parts in electrical systems, plumbing, heating and air conditioning equipment, pumps, controls, windows, garage and building doors, structural items, fencing, roofing, pavement and similar building and property items.
2. To perform periodic maintenance work such as cleaning, oiling, replacing filters, and inspecting equipment for proper operation, making minor adjustments, rodding and cleaning sewage and plumbing lines and traps, replacing sash cords and chains, door checks, jams, thresholds, locks and glass, and striping parking areas.
3. To perform a variety of minor miscellaneous work such as painting, plaster or concrete patching, carpentry, plumbing, and mechanical work as instructed.
4. As assigned, to work with others in making extensive repairs to heating and air conditioning equipment, plumbing and electrical systems, interiors and exteriors of buildings, and other property items.

### Qualifications:

1. Education equivalent to graduation from high school.
2. Usually, two years of experience performing mechanical work in the Company.

### Immediate Supervisor:

Supervisor.

August 1960 (1-2)

image0713.jpg

August 25, 1997

Mr. William H. Starr  
President and Business Manager  
Local 15, I.B.E.W.  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr,

The attached letter addressed to you from J. Stanley Graves dated February 19, 1996 is referenced in the Memorandum of Agreement dated August 25, 1997. Upon ratification of the agreement reached on August 25, 1997, this letter shall be included with those letters currently found in the back of the Collective Bargaining Agreement under Memorandums and Letters.

By the insertion of this letter regarding seniority, which specifically addresses the reduction in force resulting in the application of the layoff and bargaining provisions, the expiration date of September 30, 1997 found in the letter of February 19, 1996 shall no longer be applicable.

All other provisions found in the letter dated February 19, 1996 shall continue to be in effect.

If you have further questions regarding this issue you may contact myself or Michael Latino, Director of Labor Relations.

Sincerely,



William C. Roberts  
Employee Relations Vice President

WCR/mb  
0384 doc/tr

A Unicom Company

## Nuclear Generation Group

### Operating Agreement

This Agreement, when signed by the proper officials of the Company and the Union, and approved by the President of the Brotherhood, shall be effective as of the date of ratification, for the employees at all operating stations in promotional series C of Nuclear Exhibit B in the Collective Bargaining Agreement on the payroll on or after August 27, 1999, unless otherwise specifically noted in this Agreement or the attachments hereto.

The terms of the current Agreement shall be from August 27, 1999, to December 31, 2002. The Agreement shall be considered renewed from term to term for one (1) year each at the expiration date December 31, 2002, and each subsequent December 31, unless a written notice of desire to amend or terminate the Agreement is given by the Union or Company at least one hundred and twenty (120) days prior to the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The parties agree to commence negotiations on any proposed amendments not less than (90) days prior to the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the term of the Agreement shall automatically be extended so long as the parties do not reach agreement. Changes in the Agreement can be made at any time by mutual consent, provided such amendments are in writing and executed by an NGG Corporate Officer and a Union Business Representative.

The Nuclear Operating Department Agreement below supersedes the following: the Operating Agreement dated July 15, 1985; the letter regarding Nuclear Station Operations dated April 7, 1988; the November 29, 1993 Twelve Hour Shift Schedule Agreement; the March 24, 1997 Interim Operating Department Agreement; the letter on Crew Concept dated February 20, 1998; and the May 26, 1998 Addendum to Interim Operating Department Agreement.

Conditions not specifically covered by this memorandum will be administered in accordance with the provisions of the Collective Bargaining Agreement. Specific issues related to the implementation of this agreement are set forth in Attachment 4. Management and the Union shall utilize their best efforts to resolve any problems that may arise in administering this Agreement.

If this Agreement does not become effective for any reason, Local 15 and the company may assert any preexisting rights they had in the absence of this Agreement. Further, if this Agreement does not become effective, neither party may use this Agreement, or either party's willingness to negotiate regarding any of the subject matter of this Agreement, as evidence in any grievance, arbitration or other proceeding.



**Section 1. Crew Concept**

- a. For the purpose of maximizing the efficient and effective coordination and performance of activities within each station, employees in promotional series "C" will work on a rotating shift schedule utilizing a crew concept. Schedules may include a certain number of day shift positions as required at each station.
- b. For the purpose of balancing experience levels, shift selection in promotional series "C" will be made on an annual basis by seniority, to become effective in January of the New Year. NSO's who have less than one year of experience and EO's who have less than six months of experience in their job classifications at the time the shift pick is implemented, will be afforded the opportunity to select from an equal number of junior slots on different crews. Vacated shift positions during the year will be assigned by management with respect to seniority of those employees who have been filling shift positions designated as extra, off-shift, or with newly promoted employees. Such assignments will become effective at the beginning of a posted schedule.
- c. As crew picks are made management crew members will be assigned first, followed by bargaining unit member crew picks.
- d. A rotating shift premium equal to the current shift premium will be paid for all hours worked, including overtime hours, on an approved posted rotating shift schedule, as well as any day shift positions offered at crew pick time.

**Section 2. Equipment Operator Training**

- a. Employees will be required to successfully pass training and qualification examinations. The overall determination of a person's performance may be a combination of written examinations, job performance measures (JPM) and observation of hands-on performance.
- b. When considering employees who request entrance into promotional series "C", only those employees who have satisfactorily completed an entrance examination will be considered. Such entrance examination is designed to determine an employees' aptitude and potential for successfully completing the required training as an Equipment Operator. The parties acknowledge that the P.O.S.S. examination is acceptable as an entrance examination. The Company will discuss with the Union the selection of another examination prior to its implementation.
- c. Employees entering promotional series "C" will enter at the Auxiliary Operator rate of pay. Employees will be required to successfully complete a prepared course of study and on-the-job training, which shall not exceed thirteen months. After successfully completing the training, the employee will immediately be promoted to

Equipment Operator but no later than 13 months after entering the Auxiliary Operator classification.

- d. Employees who are not able to progress satisfactorily at the Auxiliary Operator rate of pay will be removed from the training program. If not a probationary employee, he/she will be demoted to the Station Laborer classification. However, if such employee should be from another Company location and demotion should occur during the 90 day training and qualifying period, the employee will be returned to his/her former job classification, location and rate of pay at no penalty to the Company.
- e. Equipment Operators who are unable to remain qualified in the Equipment Operator classification, e.g. by failing continuing training or annual requalification will be remediated in accordance with the Performance Review Committee (PRC). In the event that the rolling average is less than 80% or in the event of subsequent EO failures, the Performance Evaluation Committee (PEC) will determine how to proceed. If the Equipment Operator is successful in the program, he/she will be returned to the Equipment Operator job classification. If the remediation program is unsuccessful, the Equipment Operator will be demoted to the Station Laborer job classification at the "B" rate of pay as defined in promotional series "A" "B" & "E" in the Collective Bargaining Agreement.
- f. To pass requires a score of at least 80% on initial training, continuing training, and annual requalification examinations.
- g. Beginning with the year 2000 a bonus of \$500 will be paid to EO's who, on the first attempt, successfully complete the annual requalification examination with a score of 90% or better. Such payment will be included in the last pay period of each calendar year.

### **Section 3. Initial License Training**

Selection of qualified NUREG 1021 Reactor Operator candidates for Initial License Training (ILT) will be made on a seniority basis and in accordance with Attachment 1. The Company will maintain an ILT eligibility list.

#### **a. ILT Screening Process**

- i. ILT candidates will be required to successfully complete a screening examination. If a screening examination has been passed, it will not be required again.
- ii. The ILT screening examination will be an examination designed to ensure an ILT candidate possesses the required skills to obtain an NRC license, and

shall be administered at least semi-annually. The Company will provide self-study materials to candidates prior to the examination. If a candidate fails a screening examination, the Company will provide the candidate with a self-study program (i.e. on one's own time) designed to upgrade identified weaknesses.

- iii. Non-licensed operators will be offered at least 3 opportunities to take the screening examination before they are scheduled to attend ILT (if not afforded three opportunities to take the screening examination, the requirement will be waived). The opportunities must be separated by a reasonable period of time to permit proper self-study and preparation.
- iv. Prior to a scheduled ILT class start date, if those employees who are scheduled to attend the next class were either unable to pass or refused the screening examination after a minimum of three opportunities, they will be considered ineligible. Only those employees that are ineligible above the last ILT student on the list will be charged with a decline per Attachment 1.

**b. Medical Evaluation**

Prior to selection as an ILT candidate, employees will be required to successfully complete the medical evaluation for a NRC license. Employees unable to meet the medical requirements will be evaluated on a case by case basis. The disposition of such cases will be consistent with the terms and provisions of the Collective Bargaining Agreement and any applicable statutes, e.g., Americans with Disabilities Act (ADA).

**c. License Additive and Promotion to Nuclear Station Operator**

Employees who are actively attending and successfully progressing through training for a Nuclear Regulatory Commission Reactor Operator's license shall receive a license additive (See Section 21) in two steps as follows:

- Step 1 Two-thirds of license additive upon entering initial license training.
- Step 2 Final one-third of the license additive effective on the date of successfully completing Checkpoint 3 Systems.

If management delays training after it has started, the employee will be considered actively attending and successfully progressing through training for a Nuclear Regulatory Commission Reactor Operator's license for the purposes of this section. The employee will not be considered actively attending and successfully progressing through training if training is cancelled due to circumstances beyond management's control.

Employees will be promoted to the NSO classification upon acquiring a Nuclear Regulatory Commission Reactor Operators license effective on the date of the written examination (Checkpoint 6). Should an employee fail a portion of the Nuclear Regulatory Commission examination process and be re-examined, such effective date will be the date the employee successfully passed the final portion of the re-examination process.

**d. ILT Program**

The Nuclear Generation Group (NGG) will incorporate the following checkpoints, which an employee is required to successfully complete within the Initial License Training (ILT) program. The completion of specific checkpoints relative to ILT will be reviewed to ensure the training process is a positive enhancement to improve the success for ILT participants. The General Fundamentals Examination (GFES) (Checkpoint 2) may be administered based on NRC examination timing.

**Checkpoint 1: Fundamentals**

- An ILT candidate will be required to maintain an overall examination average score of at least 80% as a prerequisite for taking the final examination unless waived by the PEC. To pass will require a comprehensive final examination score of at least 80%.
- Should an ILT candidate be unable to successfully complete the ILT Fundamentals class the PEC will determine how to proceed.

**Checkpoint 2: GFES**

- Upon successful completion of the Company's ILT Fundamentals class, the ILT candidate will be required to successfully complete the NRC GFES examination.
- Should an ILT candidate be unable to complete the NRC GFES examination, the PEC will determine how to proceed.

**Checkpoint 3: Systems**

- The ILT candidate will be required to maintain an overall weekly examination average score of at least 80% as a prerequisite for taking the final examination unless waived by the PEC. To pass will require a comprehensive Systems final examination score of at least 80%.
- Should an ILT candidate be unable to successfully complete the Systems checkpoint, the PEC will determine how to proceed.

**Checkpoint 4: Simulator**

- Upon successful completion of the ILT Systems checkpoint, the ILT candidate will be required to maintain an *overall* examination average score of at least 80%.

as a prerequisite to proceed to Checkpoint 5, Certification, unless waived by the PEC.

- Should an ILT candidate be unable to successfully complete the ILT Simulator checkpoint, the PEC will determine how to proceed.

#### **Checkpoint 5: Certification**

- Upon successful completion of the simulator checkpoint, the ILT candidate will be required to successfully complete the ILT Certification examination consisting of a Written Examination, Job Performance Measures (JPM) and a Dynamic Simulator Examination. Passing score for the first two portions of the Certification must be at least 80% as well as passing the Dynamic Simulator Examination.
- Should an ILT candidate be unable to successfully complete the Certification examination, the PEC will determine how to proceed.

#### **Checkpoint 6: NRC Examination**

- Upon successful completion of the NRC license examination, the ILT candidate will be promoted to Nuclear Station Operator (NSO) classification.
- Should an ILT candidate be unable to successfully complete the NRC examination, the PEC will determine how to proceed.

#### **ILT Failures**

- i. Per Attachment 1, employees will be given one opportunity to decline going to ILT for personal reasons. Deviations from Attachment 1 due to unforeseen circumstances may be allowed by the PEC.
- ii. An employee who fails to successfully complete initial license training as described in Attachment 1 will lose any license premium per Section 3(c). The station manager or his designee will make a decision and notify the employee in writing within 3 business days of receiving the recommendations from the PEC regarding the employee. Thereafter, the employee will perform work as an Equipment Operator at the Equipment Operator rate of pay for a maximum period of one and one-half years from receiving the decision of the station manager.
- iii. The company will notify the employee that s/he has 90 days to request consideration for placement into one or more of the following departments:

Mechanical Maintenance  
Electrical Maintenance  
Fuel Handling

Such an employee may also bid on postings for other promotional series base upon interest and qualifications.

- iv. If management in Mechanical Maintenance, Electrical Maintenance or Fuel Handling determines that an opportunity is open or the employee has bid on and been selected for a posted opening in any other promotional series, the employee at management's discretion shall either be released or start accruing seniority in the new job classification immediately, in which case s/he shall be protected against any employees with lesser seniority. The employee shall enter the new department at the lowest job classification in that promotional series. The employee's rate of pay will be protected at the "B" rate as defined in promotional series "A" "B" and "E" in the collective bargaining agreement. Future changes in wage rates will be applied in the same manner as to other employees in that job classification at the time of the general wage increase.
- v. If the employee refuses to transfer to a selected department, the employee will be assigned to the Station Laborer job classification at the rate of pay for that classification.
- vi. If an opening in the selected department(s) is still not available at the end of the one and one-half year period, the employee will be assigned to the Station Laborer job classification at the "B" rate of pay, as defined in promotional series "A" "B" and "E" in the collective bargaining agreement.

**f. License Requalification**

- i. Beginning in the year 2000, NSO's who successfully complete the required annual written license requalification examination will be granted an annual payment equal to 125 hours of license additive, provided such requalification is accomplished on the first attempt with a score of eighty (80) percent or greater. Such payment will be included in the last pay period of each calendar year.
- ii. Beginning in the year 2000, a bonus of \$500 will be paid to NSO's who on the first attempt successfully complete the annual written requalification examination with a score of 90% or better. Such payment will be included in the last pay period of each calendar year.
- iii. NSO's who are unable to requalify in the NSO job classification will be remediated in accordance with the PRC or be referred to a PEC. If the NSO fails to succeed in the remediation program, the PEC will determine how to proceed. If the NSO is successful in the remediation program, he/she will be returned to the NSO job classification. If the remediation program is unsuccessful, the NSO will be demoted to the Equipment Operator job classification. Employees who have been licensed operators, and are unable to requalify will:

- (1) Not be eligible for ILT program.
- (2) Have their license additive placed on a graduated reduction of 20% per year if they have been licensed Operators for six or more years.
- (3) Have their base rate of pay adjusted in accordance with the number of years as a Licensed Operator, vesting 20% of the differential between the maximum of the Equipment Operator rate of pay and their present rate of pay for each year over five years to the maximum of 100% of the Nuclear Station Operator rate of pay. Future changes in wage rates will be applied in the same manner as to other employees in that job classification at the time of the general wage increase. Such employees will be required to maintain annual requalification for the EO job classification.
- (4) Employees who have been licensed Operators for less than six years and are unable to requalify will have their license additive removed and will be demoted to Equipment Operator at the maximum rate of pay for that classification. Such employees will be required to maintain annual requalification for the EO job classification.

#### **Section 4. Performance Review Committee (PRC)**

- a. A PRC is a committee designed to review a trainee's training performance when necessary. The PRC will typically include an Operations Management representative, an Operations Training representative and the trainee's bargaining unit representative. It will also be attended by the trainee.
- b. The PRC will review the trainee's performance, considering the point in the process where difficulty occurs and the nature of the problem, to determine any individual training or development needs for the trainee. The PRC may design an individual developmental/training plan and also identify internal and/or external resources to address the developmental/training needs or, as another option, refer the situation to the PEC.
- c. The PRC will be convened at the request of Management, Local 15 or the trainee.

#### **Section 5. Performance Evaluation Committee (PEC)**

- a. A PEC is a committee designed to evaluate a trainee's qualification and/or requalification ability when it does not meet acceptable standards and to recommend further action. The PEC will include an Operations Manager, an Operations Training Manager, Local 15 Business Representative, the trainee's Chief Steward or their designees. It will also be attended by the trainee, as well as Human Resources acting as a facilitator.

**September 21, 1999**

- b. The PEC will be convened at the request of the PRC, Management, Local 15, or the trainee.
- c. The PEC will evaluate a trainee's performance while in training and any mitigating or uncontrollable circumstances. The PEC will determine the proper course of action for each trainee on a case by case basis, in accordance with the terms and conditions of this Agreement.
- d. Recommendations of the PEC are subject to approval by the Station Manager.

#### **Section 6. Operating Department Work Schedule**

- a. The guidelines herein are intended to implement standard operating schedules at the sites for the years 2000, 2001 and 2002.
- b. A standard rotating shift schedule will be implemented at each site and will remain in effect for the calendar year.
- c. Management shall meet with the Union to discuss refuel outage schedules, which will be included in the annual shift pick.
- d. Annually representatives of Local 15 will meet with representatives of management between August 15 and September 15 to discuss operating schedule(s) for the upcoming year. Selection will take place by the end of October, and the schedule will be implemented in the first full week of the second pay period of the New Year. The schedule may include a certain number of day shift positions. The schedule will be posted in a designated location and updated every two weeks.
- e. All schedules shall permit full utilization of the relief crew to staff vacations and other absences of three or more days that are scheduled at least 48 hours in advance.

#### **Section 7. 12 Hour (Non-Outage) Shift Schedule Program**

- a. **Election for Years 2000, 2001, 2002**
  - i. Each of the following years, affected employees will be afforded the opportunity to select an operating schedule of greater than 8 hours duration from Attachment 2, as follows:
    - (1) In 2000, Schedule #3
    - (2) In 2001, Schedule #2
    - (3) In 2002, Schedule #4



- ii. The six crew/8 hour schedule set forth in Attachment 2 (Schedule #1) shall be the designated default schedule in the event that the above schedule is not selected by the affected employees. All schedules shall permit full utilization of the relief crew to staff vacations and other absences of three or more days that are scheduled at least 48 hours in advance.
- iii. For each of the designated years, the Union shall conduct a ratification process among affected promotional series "C" Operating Department employees at each site to determine the schedule for that site for that year. A 75% majority of the affected promotional series "C" Operating Department employees is required annually to adopt the schedules set forth in section i. above.
- iv. Prior to July 1, 2002 the parties shall meet to discuss schedules for the following year(s).

**b. Hours of Work**

- i. The basic work week shall normally consist of either three or four or five regularly scheduled basic work days within the basic work week as specified in the attached schedule(s).
- ii. The basic work day shall consist of either eight or twelve hours of work, which shall be consecutive and as designated in the attached schedule(s).
- iii. Starting time for 12-hour shifts will be 0700 hours for day shift and 1900 hours for night shift.
- iv. Only one calendar day in each employee's basic work week will be designated as the employee's second regular day off (2<sup>nd</sup> RDO). A second regular day off worked, or the designated 2<sup>nd</sup> RDO per the attached schedule if no second regular day off is worked prior to the designated 2<sup>nd</sup> RDO, will be considered the 2<sup>nd</sup> RDO.

**c. Rate of Pay**

- i. Compensation will be based on actual hours worked for each work week, reported for payroll purposes on a bi-weekly basis.
- ii. Regularly scheduled work hours are paid at straight time.
- iii. Overtime shall be paid per the Collective Bargaining Agreement Article IV, Section 13.
- iv. All regularly scheduled basic work week hours for which an employee actually works in excess of forty hours shall have ½ time premium applied.

This premium is considered an overtime rate under the provisions of Article IV, Section 5 of the Collective Bargaining Agreement.

- v. *Sunday premium remains per the Collective Bargaining Agreement Article IV, Section 5.*

**d. Vacation**

- i. Vacation shall be granted in full day increments, except as provided below, as determined by dividing the total hours of accumulated vacation (calculated on the basis of an 8-hour work day) by 12.
- ii. Partial vacation days resulting from the above calculation (either four or eight hours) will be taken in whole as a part day vacation.

**e. Holidays**

- i. When a holiday is observed on an employee's basic work day, the employee may be given the day off and shall be paid at the employee's basic hourly rate of pay for either 12 hours or 8 hours, whichever is applicable.
- ii. When an employee works on a holiday which is observed on one of the employee's basic work days, the employee shall be paid at their basic hourly rate of pay for the day (either 12 hours or 8 hours, whichever is applicable) and in addition, shall be paid on the following basis for any hours which are allocated to the holiday:
  - 1. Time and one-half for any hours during the employee's regular schedule for the basic work day.
  - 2. Double time for any hours worked outside of the employee's regular schedule for that basic work day.
- iii. When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, the employees shall be paid 8 hours at the applicable overtime rate. However, if the employee works, the employee shall be paid in addition at the rate of time and one-half for the first 8 hours worked on the employee's first regular day off, and double time rate for the first 8 hours worked on the employee's second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

**f. Benefits**

Base pay for the purposes of payroll deductions for the Employees Savings and Investment Plan and the Employees Stock Purchase Plan and credits for the Service

Annuity System Plan shall be computed on the basis of regularly scheduled hours worked for each work week during bi-weekly payroll period, determined without regard to any premium payment for such work, subject to the Company's determination as to whether amendments can be made without affecting the qualified status of such plans under the Internal Revenue laws and applicable regulations or otherwise adversely affecting such plans.

#### **Section 8. Overtime**

- a. Overtime will be offered in accordance with the Collective Bargaining Agreement and the guidelines delineated in NRC Generic Letter 82-12 (Ref. Arbitration award dated May 23, 1994).
- b. For absences greater than or equal to four (4) weeks, the individual will have the option of keeping the overtime hours he/she had prior to the absence or having his/her hours adjusted to the current average value of their respective workgroup.
- c. The overtime list will be zeroed each year at the second pay period.
- d. When an employee is on a four-day consecutive stretch of RDOs, on an 8-hour schedule, he/she will be placed at the bottom of the overtime list for purposes of forced overtime.
- e. When an employee is on a six or seven-day consecutive stretch of RDOs, on a 12-hour schedule, he/she will be placed at the bottom of the overtime list for purposes of forced overtime.

#### **Section 9. Overtime in Training**

- a. Operators in training, outside of overtime to facilitate training by mutual consent, are eligible for overtime on afternoon shift only, but will not be forced for overtime.
- b. Operators in ILT, outside of overtime to facilitate training, are only eligible for overtime on RDOs, and will not be forced for overtime.

#### **Section 10. Vacation Selection and Limitations**

Vacations shall be selected and scheduled in accordance with Article VI of the Collective Bargaining Agreement and the following:

- a. An employee will have 3 regular workdays in which to make his/her vacation selection.

- b. Full weeks of vacation take precedence over partial weeks. "Bracketing"<sup>1</sup> of RDO's or holidays is permitted as long as the maximum number of employees allowed off is not exceeded (unless excepted by management discretion). The maximum number of *employees allowed off per work group is limited to 20% of the on-shift complement*. For example, if there are 25 NSO's assigned to crews at a site, a maximum of five can be off on vacation at one time.
- c. Employees will be placed at the bottom of the overtime list in reverse seniority for purposes of forced overtime on consecutive RDO's immediately preceding a full week of vacation.
- d. Management shall endeavor to cover employees' reasonable requests for vacations.

### **Section 11. Relief Week Utilization Sequence**

When management determines that relief week shift coverage is required, the following relief week utilization sequence will apply:

- a. In seniority order, employees are asked to cover vacancies.
- b. After relief week shift coverage has been assigned to an employee, that employee becomes the last person to be forced to cover shift vacancies the next time relief week shift coverage is required.
- c. If there are no volunteers to cover relief week shift vacancies the low person in the relief week utilization sequence shall be forced to cover the vacancy.
- d. The bargaining unit will administer relief week utilization.

### **Section 12. Holiday Staffing**

When a holiday occurs on a regular work day, employees scheduled to work on that day will be allowed off as conditions permit, beginning with the extra personnel having the most seniority, who are not on the duty crew. Employees in training will be given the holiday off unless training is being conducted on the holiday.

### **Section 13. Combination of Non-licensed Operator Classifications**

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<sup>1</sup> Bracketing is the practice of taking vacation days immediately preceding and following consecutive RDO's or holidays. In such cases the employee is not eligible for overtime.

**September 21, 1999**

- a. Upon completion of the necessary training, incumbent non-licensed Equipment Attendants and Equipment Operators will be placed into the single job classification of Equipment Operator.
- b. Consistent with the combining of Equipment Operator and Equipment Attendant classifications, and the Collective Bargaining Agreement, a single overtime list will be established.
- c. The company recognizes its obligation to offer training that will enable Equipment Operators to maintain safety and proficiency in all duties. The bargaining unit will have input into training through the job task analysis process.
- d. Upon ratification or, effective August 27, 1999 if ratification occurs on or before October 15, 1999, all incumbent Equipment Attendants will be promoted to Equipment Operator.

#### **Section 14. Professional Attire**

The Company will provide laundered professional attire that meets safety requirements for all licensed and non-licensed operators. There shall be one standard uniform at all stations for licensed operators and another one for non-licensed operators. Licensed and non-licensed operators will be given the opportunity to choose uniforms from company approved selections. Operators shall wear the uniforms at all times while they are at work, unless exceptions are authorized by management.

#### **Section 15. Standardization and/or Elimination of Local Agreements**

The parties agree that Attachment 3 represents a complete listing of all local agreements between the Union and the Company. In a joint effort to reduce complexity, increase compliance with the Collective Bargaining Agreement, and to standardize, to the extent possible, operations at each nuclear station, the local agreements referred to in Attachment 3 have been consolidated or eliminated. No agreement shall be valid hereafter without the signatures of an NGG Corporate Officer and a union Business Representative.

#### **Section 16. Lubrication**

Operations Department will be responsible for any required additions of oil as determined on operator rounds.

#### **Section 17. Out of Service Writing**

- a. Out of service writing is Nuclear Station Operator (NSO) work.
- b. Other qualified individuals will not routinely sign as a preparer or as a verifier of an out of service unless there are no NSOs available on shift and an emergent condition exists that requires an out of service to be prepared (examples include "A" priority or critical path work, plant transient, or personal safety issues).
- c. In the event that Operator shifts are fully staffed, NSO's may, on a rotational basis with respect to seniority, select a two year off-shift (non-rotational) out of service job assignment. Such assignments will be staggered on an annual basis to ensure continuity.

### Section 18. Career Opportunities

- a. In the Event that Operator shifts are fully staffed, qualified operators with 6 or more years of experience in their classification may, on a rotational basis with respect to seniority, request assignments up to one year that are "non-traditional" bargaining unit work during the annual crew pick. These are off-shift job assignments, identified by management, that include activities such as training, procedure writing, work control, quality assurance or system engineering. Local 15 forgoes any claim of future rights to any non-traditional job that is assigned to bargaining unit members as a result of this agreement.
- b. During that year, the selected employee(s) will be upgraded, scheduled and paid as management, notwithstanding the provisions of Article VII, Section 3 of the CBA. The operator will receive a pay upgrade equal to ten percent (10%) of base pay for all hours worked in the off-shift assignment. Any employee so assigned must maintain his/her qualification status.
- c. If during the course of an off-shift job assignment, the operator fails to perform as required, the operator and the union will be notified and the operator will be given the chance to improve performance. Should efforts to improve fail, the operator will be returned to the on-shift crew complement.
- d. Normally off-shift job assignments are restricted to straight time hours worked only. In the event that overtime, specific to such job assignments is required, (for example refuel or forced outage activities) such overtime shall be allowed on a limited basis. The intent of this practice is to allow job flexibility provided such overtime is not excessive in relation to the average overtime worked in the NSO or EO classification.
- e. In the event that operating conditions so require, the operator may be assigned to work in his/her regular classification for limited periods. For all hours worked in his/her regular classification, the operator shall be paid in accordance with his/her regular classification.

**September 21, 1999**

**Section 19. Labor/Management Committee**

The parties shall establish a labor/management committee consisting of bargaining unit and management representatives from the sites as well as from the Union's central leadership and the NGG leadership. The committee shall meet semi-annually to discuss *issues of concern to either side*. Union and management shall both contribute to the agenda for these meetings.

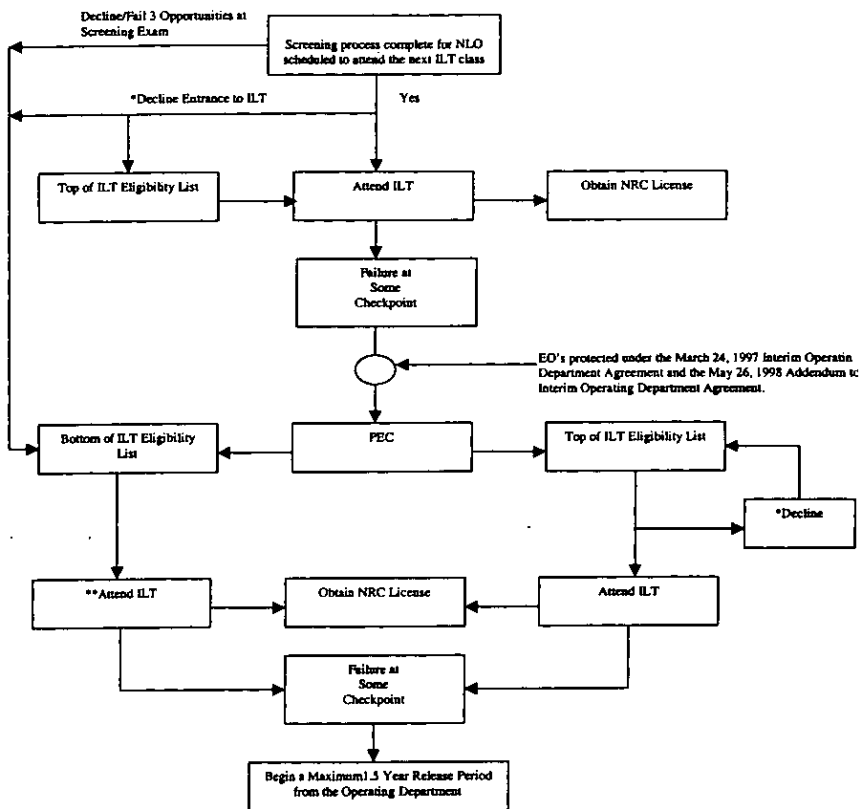
**Section 20. Wage Proposal**

Effective on the date of ratification of this agreement or, effective August 27, 1999 if ratification occurs on or before October 15, 1999, the base wages of employees in the Operating Department, exclusive of any additive, premium or other adjustment amounts shown in the Exhibits of the Collective Bargaining Agreement, shall be increased by 5.5% for the Nuclear Station Operator and Equipment Operator job classifications (see Attachment 5).

**Section 21. NRC Reactor Operator License Additive**

Beginning in the year 2000, upon receipt and continued maintenance of an NRC nuclear reactor operator's license covering station "sister" units, employees in the NSO job classification will be granted an amount per hour equal to 16% of the maximum hourly base rate of pay of the Nuclear Station Operator (rounded to the nearest cent) in addition to the rates shown in Exhibit A Physical of the Collective Bargaining Agreement.

Attachment 1 - ILT Selection  
Initial License Training Flowchart



- \* If a NLO declines to attend ILT more than one time he/she shall begin a maximum 1.5 year release period from the Operating Department.
- \*\* If a NLO has not yet passed the screening exam and has been given at least 3 opportunities then he/she shall not attend ILT and he/she shall begin a maximum 1.5 year release period from the Operating Department.



## Attachment 3

<u>Document #</u>	<u>Station</u>	<u>Description</u>	<u>Disposition</u>
A-1	BWD	Procedure Support	Eliminated
A-2	LAS	Restricted Duty	Eliminated
A-4	BYR	Sign Making	Eliminated
A-7	LAS	Lubrication	Eliminated
A-28	DRE	A/B Duties	Eliminated
A-36	DRE	Turbine Oil Screens	Eliminated
A-46	BYR	Special Projects	Eliminated
B-6	LAS	Forced Overtime	Eliminated*
B-7	LAS	Callout while on vacation	Eliminated
B-12	LAS	Overtime	Eliminated*
B-13	LAS	NSO/EO callouts	Eliminated*
B-17	DRE	Outage agreement	Eliminated
B-25	BWD	FA/EO overtime rules	Eliminated*
B-42	DRE	Overtime for meetings	Eliminated
B-43	DRE	Callout sequence	Eliminated*
D-1	BWD	Holiday manning	Eliminated*
D-2	LAS	Holiday manning	Eliminated*
D-2b	LAS	Holiday manning	Eliminated*
D-3	LAS	Holiday manning	Eliminated*
F-2	DRE	Fourth NSO duties	Eliminated
F-3	LAS	EO Duties	Eliminated
F-3b	LAS	EO Duties	Eliminated
F-14	BYR	Transfer of work	Eliminated
L-4	LAS	OOS writing	Eliminated*
F-4	QC	Duties	Eliminated*
G-6	BWD	Shift pick rules	Eliminated*
H-10	DRE	Shift pay	Eliminated
J-1	DRE	Vacations	Eliminated*
X-10	BWD	Offsite training	Eliminated*
X-17	DRE	Outage overtime	Eliminated
X-18	DRE	Condenser tube cleaning	Eliminated
X-19	DRE	Outage overtime	Eliminated
X-26	DRE	'91 labeling project	Eliminated
X-21	DRE	Outage overtime	Eliminated
X-24	LAS	Outage Aux operator U/G	Eliminated
B-46	QC	Overtime in training	Eliminated*
B-47	LAS	Averaging overtime hours	Eliminated*
F-15	LAS	Shutdown rounds	Eliminated
G-17	LAS	"R" week use	Eliminated
G-18	BWD	Trades	Eliminated

L-5	BWD	Prep & clear OOS's	Eliminated*
L-6	BWD	OOS support	Eliminated*
F-16	BWD	A/B work split	Eliminated
G-19	BYR	Scheduling	Eliminated*
H-12	BYR	Ops/Clerical split	Eliminated
J-12	BYR	Vacation scheduling	Eliminated*
G-20	BYR	12 hr. shift adj. to policy	Eliminated*
F-17	BYR	EA/EO work split	Eliminated
A-73	BYR	Waterbox cleaning	Eliminated
A-74	BYR	Cleaning	Eliminated
A-75	BYR	Tube leaks	Eliminated
D-12	QC	Holidays	Eliminated*
D-13	QC	Crew pick 1999	Remains in '99
D-14	QC	Guidelines for 5-crew	Eliminated
A-72	QC	Bumping/downgrading	Eliminated
X-10b	BWD	Offsite Training	Eliminated*

\* Consolidated into the scheduling and overtime portions of this Agreement

Attachment 4  
Transitional Implementation

The following terms relate to the initial implementation of the 1999 Nuclear Operating Agreement. Following the initial implementation, the terms of the Nuclear Operating and the Collective Bargaining Agreement will govern.

1. For the purpose of balancing experience levels, crews for the year 2000 may contain a number of junior slots to accommodate the large numbers of recently qualified Equipment Operators (EO's) on a site by site basis. Until a site has completed each phase of the Equipment Attendant (EA)/EO migration, separate overtime lists for the unfinished phase(s) will be maintained at that site.
2. For the first annual requalification after the EA/EO combination, in the event of failure, the EO will be placed in a remediation program for up to three months, as determined by the Performance Evaluation Committee (PEC), at which time a combination of written and performance examinations may be used to determine the status of the EO.
3. Employees who were considered protected incumbents under the July 15, 1985 Operating Agreement will continue to work under the terms and conditions of that Agreement which were applicable to them but will be afforded the opportunity to train for the combined duties. Those employees are: L.R. Huizenga, C. Reader, M. Romano and K.E. Mitchell.
4. Employees covered by the March 24, 1997 Interim Operating Department Agreement and the Addendum thereto dated May 26, 1998, (with the exception of the former Zion employees) will be placed on the Initial License Training (ILT) Flowchart (Attachment 1) at the point after one failure. Former Zion employees, covered under the above Agreements, will be placed at the bottom of the eligibility list with one failure. All other such employees will be given the opportunity to choose the top or bottom of the ILT eligibility list. When such employees next become eligible to attend ILT, those who have only one previous failure will be given the opportunity to attend ILT; those who decline ILT or have two previous failures will be notified in accordance with Section 3(e)(iii).
5. The parties agree to cooperate on the piloting, selection and implementation of the ILT screening examination referred to in Section 3(a) of this Agreement.
6. The EO's (temporary and permanent) at Zion Station will have their rate of pay adjusted per this Agreement. No other provisions of this Agreement will apply (i.e. Schedules, ILT Selection, Career Opportunities, etc.).
7. Former Zion employees who are described in Section IV; Paragraph 6 of the Memorandum Regarding The Redeployment Related To The Closing Of Zion

Generating Station, dated June 2, 1998, will continue to have their license premium reduced in accordance with that Agreement.

8. Management and Local 15 Representatives at each site will discuss a reasonable transition to implement this Agreement, including such issues as the following: uniforms; employees currently performing Out of Service writing at their location will continue to perform that task for the remainder of the 1999 Operating Department schedule; employees currently performing duties as defined in Section 18 of this Agreement, will continue to perform those duties for the remainder of the 1999 Operating Department schedule and will be paid, upon ratification, or retroactively to August 27, 1999 if ratification occurs on or before October 15, 1999, in accordance with Section 18 of this Agreement.
9. There will be no requirement to pass the screening examination for the first ILT class, at each site, following ratification of the Agreement.
10. For the year 1999, the license requalification bonus shall be paid to qualified employees under the terms of the Operating Agreement dated July 15, 1985. For the remainder of the year 1999, qualified employees shall also be paid 14% of the maximum of the Nuclear Station Operator rate as a license additive under the terms of the Operating Agreement dated July 15, 1985.
11. Implementation of standard uniforms shall proceed as soon as administratively feasible. Within 60 days after ratification, the Company will provide the Union with uniform selections as specified in Section 14. The Union shall select from those choices within 30 days thereafter.

**Attachment 5**  
**Amendments to The Collective Bargaining Agreement**

**Exhibit A**

**Nuclear Station Operator**

<u>Rate Steps</u>				<u>Time Step</u>		<u>Cumulative</u>
<u>04/01/98</u>	<u>04/01/99</u>	<u>08/27/99</u>	<u>04/01/00</u>	<u>Months</u>	<u>Years</u>	<u>Months</u>
25.87	26.65	28.12	28.96	6	-	-
25.90	26.68	28.15	28.99	6	0	6
25.94	26.72	28.19	29.04	6	1	0
25.97	26.75	28.22	29.07	6	1	6
26.00	26.78	28.25	29.10	6	2	0
26.03	26.81	28.28	29.13	6	2	6
26.06	26.84	28.32	29.17	6	3	0
26.15	26.93	28.41	29.26	Maximum	3	6

**Equipment Operator, Nuclear**

<u>Rate Steps</u>				<u>Time Step</u>		<u>Cumulative</u>
<u>04/01/98</u>	<u>04/01/99</u>	<u>08/27/99</u>	<u>04/01/00</u>	<u>Months</u>	<u>Years</u>	<u>Months</u>
24.21	24.94	26.31	27.10	6	-	-
24.24	24.97	26.34	27.13	6	0	6
24.27	25.00	26.37	27.16	6	1	0
24.30	25.03	26.41	27.20	6	1	6
24.33	25.06	26.44	27.23	6	2	0
24.36	25.09	26.47	27.26	6	2	6
24.39	25.12	26.50	27.30	6	3	0
24.42	25.15	26.53	27.33	Maximum	3	6

**Exhibit B**  
**Lines of Promotion and Demotion**

	Normally	
	Comes from	Promotes or Transfers to
		Demotes or Transfers to

**Promotional Series C\*\*\***

1.	Nuclear Station Operator (AO)..... C-2		AN
2.	Equipment Operator. ....C4	C-1	AN
3.	Auxiliary Operator (AM).....AA	C-2	AN

**AL** ~~Immediate promotion to Equipment Operator for qualified Equipment Attendants after 3 years of actual experience in this classification and successful completion of the required training and examination.~~

**AM** ~~Immediate promotion to Equipment Attendant for qualified Auxiliary Operators after nine months of actual experience in their classification and successful completion of the required training and examinations.~~ *Qualified employees in the Auxiliary Operator classification who have successfully completed the required training and examinations shall immediately be promoted to the title of Equipment Operator, Nuclear, not to exceed thirteen months.*

**AN** Demotes or transfers in accordance with the provisions of the Memorandum of Agreement dated August 27, 1999.

**AO** Upon receipt and continued maintenance of an NRC Nuclear reactor operator's license covering station "sister units", employees in this job classification will be granted an amount per hour equal to 16% of the maximum hourly base rate of pay of the Nuclear Station Operator (rounded to the nearest cent) in addition to the base rates of pay as shown in Exhibit A of this Collective Bargaining Agreement.

Under Memorandums and Letters in the Supplement to Collective Bargaining Agreement delete #13. Letter regarding Nuclear Station operations dated 4-7-88 and #16. "Twelve-hour shift schedule program" signed 11-29-93.

**Nuclear Generation Group**

**Operating Agreement**

**September 21, 1999**

**For the Union:**

\_\_\_\_\_  
**Dean F. Apple**  
**Business Representative**

\_\_\_\_\_  
**Guy S. Coffey**  
**Business Representative**

\_\_\_\_\_  
**Dan E. Cork**

\_\_\_\_\_  
**Larry E. Cruse**

\_\_\_\_\_  
**Dennis E. Smith**

\_\_\_\_\_  
**William J. Trafton**

**For the Company:**

\_\_\_\_\_  
**H. Gene Stanley**  
**Vice President**  
**Nuclear Operations**

\_\_\_\_\_  
**Ruth M. Moscovitch**  
**Labor Relations**  
**Vice President, NGG**

\_\_\_\_\_  
**Raymond E. Landrum**

\_\_\_\_\_  
**David M. Farr**

\_\_\_\_\_  
**James M. Ruettiger**

**Approved:**

\_\_\_\_\_  
**John R. Samolis**  
**Labor and Employee Relations**  
**Vice President**

## Attachment 2 - Schedules

### Schedule # 1: 6 Crew, 8 Hour

Crew	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
1	T	2	T	T	T	X	X
2	R	R	R	R	R	X*	X*
3	X	X	2	2	2	2	2
4	2	X	X	3	3	3	3
5	3	3	3	X	X	1	1
6	1	1	1	1	1	X	X

### Schedule # 2: 6 Crew, 8/12 Hour

Crew	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
1	T	T	T	T	T	X	X
2	3	3	3	3	3	X	X
3	R	R	R	R	X*	X*	X*
4	X	X	X	2	2	D	D
5	2	2	2	X	X	1	N
6	N	1	1	1	1	X	X

### Schedule # 3: 6 Crew, 12 Hour

Crew	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
1	N	N	N	X	X	X	X
2	D	D	D	X	X	X	X
3	X	X	X	D	D	D	D
4	X	X	X	N	N	N	N
5	X*	X*	R	R	R	X*	X*
6	T	T	T	T	T	X	X

### Schedule # 4: 5 Crew, 12 Hour

Crew	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
1	D	D	D	D	X	X	X
2	N	N	N	N	X	X	X
3	X	X	X	X	D	D	D
4	X	X	X	X	N	N	N
5	X	T	T	T	T	X	X

### Schedule Legend

1 - Midnight Shift (2300 to 0700)

2 - Day Shift (0700 to 1500)

3 - Afternoon Shift (1500 to 2300)

X - RDO

X\* - RDO subject to change for relief coverage

N - Night Shift (1900 to 0700)

D - Day Shift (0700 to 1900)

T - Training (0700 to 1500)

R - Relief

X - 2nd RDO



April 18, 2001

William Starr  
President and Business Manager  
1548 Bond Street, Suite 103  
Naperville, IL 60563

RE: For Cause Drug and Alcohol Testing

During negotiations the Union raised the issue of for cause drug and alcohol testing under the parties' Agreement Regarding Drug and Alcohol Testing dated October 31, 1990. In an effort to further clarify the parties' understanding, the Company agrees that when a supervisor is concerned that an employee may not be fit for duty, the supervisor should observe the employee's condition and document his/her observations. Whenever a second management employee is readily available (i.e., on site) he/she will also observe and document the employee's condition.

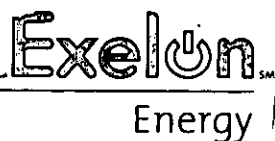
Sincerely,

John Samolis  
Vice President of Employee & Labor Relations

## NOTES

## NOTES

# NOTES



Exelon Corporation  
Two Lincoln Centre, 10th Floor  
Oakbrook Terrace, Illinois 60181

*Public Relations - 8543*

# IBEW LOCAL 15

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**Exelon**  **SM**

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